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VOL. XLVII., No. 3.

## The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 15, 1902.

\* The Editor cannot undertake to return rejected contributions, and  
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## In the Weekly Reporter.

## Current Topics.

MR. JOHN FORBES, K.C., has been appointed a Commissioner  
of Assize on the Oxford Circuit, to take the place of Mr. Justice  
PHILLIMORE.THE BANQUET which, as we have previously announced, is to  
be given by the Council of the Incorporated Law Society to the  
solicitors and articulated clerks who served in the late campaign  
in South Africa is now fixed to take place on Thursday, the  
18th of December. Sir ALBERT ROLLIT, M.P., the president of  
the society, will preside.THE ILLNESS of Sir FRANCIS JEUNE, which will keep him  
from the bench during the remainder of the present sittings, has  
dislocated the work of the Probate Division. Mr. Justice  
PHILLIMORE is to supply the place of the President as regards  
the trial of Admiralty cases, his views on the subject of divorce,  
no doubt, preventing him from taking any part in that branch  
of the work of the division. It is to be feared, therefore, that,  
in spite of all the energy of Mr. Justice BARNES, delay will arise  
in the hearing of matrimonial cases.THE REMARKS made by the Lord Chancellor, in his capacity  
of a contributor to a daily newspaper, on the action of solicitors  
with reference to land transfer, have not been allowed to pass  
without a protest by the Council of the Incorporated Law  
Society. We reprint elsewhere the excellent letter which Mr.  
GRAY HILL, the vice-president (in the absence of the president)  
has addressed to the Times. It will be seen that the Council not  
only describe the charge as unjust and unfounded, and  
emphatically deny that there is any ground for the imputation  
of interested motives in the attitude which they, and solicitors  
generally, have adopted with reference to the system of registra-  
tion of title to land, but state that they are prepared to shew

that, so far from the system being contrary to the pecuniary interest of solicitors, its operation has in the majority of cases tended, not to diminish, but to increase, their remuneration. This is a fact which cannot be denied, and which knocks away any foundation from the Lord Chancellor's charge. The system, as Mr. GRAY HILL says, instead of facilitating, impedes transactions in land, and instead of lessening expense, adds to it. We need only draw attention to the letter from Mr. STROUD, which we print elsewhere, for an illustration of this result.

STRANGE TO SAY, almost coincidentally with the Lord Chancellor's recent diatribe against solicitors, no fewer than three members of the profession have been selected as the recipients of Royal honours. The new knights include Mr. JOHN HOLLAMS, Mr. WILLIAM JOHN CRUMP, and Mr. EDWIN HUGHES, all solicitors in active practice. The distinction conferred on the two last-named gentlemen may be due to their services in other capacities than their profession: Mr. CRUMP has been for two years Mayor of Islington, and Colonel HUGHES was Member of Parliament for Woolwich for many years and has taken an important part in the volunteer movement. But no one can say that Mr. HOLLAMS' knighthood has been gained by anything but professional distinction and service on commissions relative to professional matters, and the fact—as Mr. BUDD well put it on the occasion of the presentation of Mr. HOLLAMS' portrait to the Incorporated Law Society—that in the City of London and in commercial circles his name is a household word, and that he is as much respected by the bench and the bar as by his brother solicitors. Mr. HOLLAMS' career is a practical refutation of the gloomy view which is sometimes taken of the prospects of a young man entering the solicitors' profession. He was the son of a country clergyman of limited income, and came to London between fifty and sixty years ago without knowing a single person in the City of London, and without any advantage beyond that possessed by anyone entering the profession. He has risen, by sheer force of character and intellect and hard work, to the unique position he now occupies.

THERE is a wholesome maxim, *de minimis non curat lex*, and yet it is necessary for the law sometimes to take notice of the items, often infinitesimal, which, under the existing mode of making out charges for litigious work, have to be included in a bill of costs. The observation is suggested by the recent case of *MacGuire v. Milligan* (reported elsewhere) in which SWINFEN EADY, J., has had to consider the proper charges to be allowed in making applications by notice under a summons for directions. Previously to the introduction of the compulsory summons for directions, a summons for general directions was little used, and on each occasion of applying to the court a fresh summons was issued, and the charges were those authorized by Appendix N to the R. S. C.—namely, preparing and attending to issue, 3s.; copy for chambers, 2s.; copy and service on the other side, 3s. 6d.; altogether 8s. 6d. Then came the compulsory summons, which allowed of orders under it being made from time to time on notice to the other side, and such notices, of course, not being provided for by the table of costs, the taxing-masters had to consider what items were applicable. They thought they found an answer in the 1s. 6d. allowed “for preparing any necessary or proper notice not otherwise provided for, and the costs then worked out as follows—preparing and attending to issue, 1s. 6d.; copy for chambers, 1s.; copy and service on the other side, 2s. 6d.; a total of 5s. It has been contended, however, that these charges are not applicable, and that the taxing-masters ought to allow on each notice the same charges as were formerly allowed on each summons, and in the above case the point had been referred to the court. Mr. Justice SWINFEN EADY has decided in favour of the view taken by the taxing-masters, and it is no doubt rather difficult to say that he has mistaken the effect of Appendix N. A notice under the summons for directions is not an independent summons, while it is apparently a notice not otherwise provided for. In all ordinary cases, therefore, the sum of five shillings only will be allowed in connection with issuing and serving a notice under the summons for directions.

IN THE CASE of *R. v. Pittwood*, recently tried at the Taunton Assizes, an unsuccessful attempt was made to establish the proposition that wrongfully omitting to discharge a duty is less reprehensible than a wrongful act. The prisoner was charged with the manslaughter of THOMAS WHITE. It appeared that he occupied a hut as gatekeeper on the Somerset and Dorset Railway near Glastonbury, and that on the afternoon of the 18th of July WHITE was in a hay cart crossing the line when a train came up and struck the cart, whereby he was killed. The prisoner gave evidence at a coroner's inquest which had been held, and from his statement it appeared that he had put the gate open about ten minutes before the accident to let a cart pass, and had propped it open; had forgotten to shut it again, and had gone away to take his lunch. The jury having found a verdict of guilty, WRIGHT, J., adjourned the case for argument of points of law on behalf of the prisoner. For the prisoner it was contended that there was no duty on his part towards the person injured, and that the prisoner only contracted with his employers, the railway company. The learned judge overruled these objections and refused to state a case for the opinion of the Court of Crown Cases Reserved. It is difficult to construct any argument in favour of the prisoner. It was his duty to keep the gate closed, except when he was satisfied that no train or engine was due or in sight. He left the gate open when a train was due, and thereby invited passengers to pass across the line. There was no evidence of negligence on the part of the unfortunate man who was killed, and his death was directly due to the culpable default of the prisoner. The case differs only in degree from cases where accidents have occurred to trains owing to the negligence of signalmen and other employees of the railway company, and in several of these cases there have been convictions for manslaughter.

THE WRITER of the series of articles which is appearing in the *Cornhill Magazine* on “Prospects in the Professions” deals in the current number with the mode of becoming a solicitor and with a man's chances when he has become one. He writes for an assumed parent who is quite ignorant of the subject, and naturally a good deal of the article is taken up with familiar information. Some pertinent observations, however, are made on the advantages of a university career before entering a solicitor's office. The writer emphatically declares that it has no such advantages as justify any great pecuniary sacrifice on the father's part, and he is certainly right. A university education, and still more university life, are, or may be, excellent things, but they are by no means essential. Education and experience can both be got—in many cases very efficiently got—in other ways, and, as the writer points out, the article clerk who goes straight to the solicitor's office has the advantage in point of time over his university rival even when the latter's reduction of the time of articles to three years has been taken into account. The great question, of course, which a parent has to consider is the finding of a suitable office in which his son can be received. Much depends on the kind of practice which is desired, and still more on the willingness of the selected solicitor to take the aspirant. A parent who has no special connection or influence among solicitors will find this initial step by no means an easy one. Then there is the question of the son's natural ability for the calling of a solicitor, and on this the writer of the article speaks with excellent sense. Special ability for the work of a lawyer can hardly be known from the indications of boyhood, but there are certain qualities which are essential for success, and if these are lacking, choice of some less arduous career should be made. “I can only,” says the writer, “put it negatively, and say that unless a father believes his son to be physically and mentally capable of hard, exacting, and often—in its early stages at all events—by no means attractive work, he had better abandon the idea of making a solicitor of him.” Lastly, what is the chance of ultimate success, and has money any influence in securing it? In the view of the writer money has little influence in procuring an opening for practice, and the young solicitor must succeed by his hard work and capacity for dealing with clients. He speaks pathetically of a young solicitor, who after vainly looking for a suitable practice for his money, gave up the quest and drowned



his sorrows in the mineral water trade. The profession—such is the conclusion—is like all others, overcrowded, but it is less hazardous than the bar, and it offers “the prospect of moderate chances of success in life, as that is commonly understood, for those who patiently and diligently seek them.”

THE CASE of *Stuart v. Freeman*, decided by the Court of Appeal on the 3rd of November, is a new stage in the construction of policies of life insurance. It was an action to recover £2,500 upon a policy of insurance granted by the General Life Assurance Co., of which company the defendant was manager, upon the life of the Honourable FRANCIS CHARLES LAWLEY. By this policy, which was dated the 18th of November, 1899, the company, in consideration of the assured having paid them £105 on account of the premium for one year terminating on the 17th of November, 1900, agreed that in case the assured should die before or upon that day, or should survive that day, and there should be paid to the company before, upon, or within thirty days after the day above mentioned, and in every succeeding year during which the assured should be living, the premium therein mentioned, agreed to pay the amount insured. The annual premium was £404 11s. 8d., the quarterly payments being due in November, February, May, and August. The policy contained various conditions, by one of which “this policy shall be null and void and of no effect if at the time of the death of the person on whose life this policy is granted any of the premiums . . . shall be more than thirty days in arrears.” It appeared that on the 17th of September, 1901, the quarter's premium due on the 18th of August had been in arrear thirty days. On the 18th of September the plaintiff, who was assignee of the policy, paid, and received a receipt for, the premium then overdue. At the time of the payment Mr. LAWLEY had died, though the fact of his death was unknown to both the plaintiff and the company. The company refused to pay the amount insured, on the ground that at the time of the death the policy had become void by reason of the premium being in arrear, and that the policy could not be revived after the death of the person insured. Upon these facts two questions arose. The first was one of fact—namely, whether the money had been received after it was due by arrangement with the agent of the company, so that it must be taken as if it had been paid within the thirty days of grace? This first question was held by the court to be concluded in favour of the plaintiff by the verdict of the jury.

THE SECOND, and more important, question was whether, assuming the payment to have been made within the days of grace, it was a good payment so as to avoid the forfeiture? With regard to this question the company relied upon *Pritchard v. Merchants and Tradesmen's Mutual Life Insurance Society* (3 C. B. N. S. 622). In that case one of the conditions provided that the policy was to be void if the yearly premiums were not paid within thirty days after they became due, but the policy might be revived within three calendar months on satisfactory proof of the health of the insured. After the expiration of thirty days from the day which was the anniversary of the policy, the annual premium was paid to, and accepted by, the insurance company. At the time this payment was made the insured was dead, though neither of the parties was aware of the fact. It was held that there was no waiver by the company of the forfeiture, and WILLES, J., expressed his opinion that, as the contract was to pay the sum insured on the future death of the insured, the company would not have been bound to accept the premium, even if it had been offered within the thirty days, if the insured were then dead. The Court of Appeal held that this opinion was not applicable to the case in hand, for it was given in a case dealing with an annual premium payable for an annual insurance which had run out, and had reference to an annual premium payable for an annual insurance. In *Stuart v. Freeman*, the case before the Court of Appeal, there was an annual premium payable by quarterly instalments, and the question arose in respect of an instalment which had accrued due in the course of the year. It was not a renewal premium for

another year's insurance. The policy was an existing policy for a year, and the premium, though payable quarterly, was an annual premium. It followed that the policy had not run out, and the payment within the days of grace operated to prevent a forfeiture of the policy. The Court of Appeal, in holding that the policy was an annual insurance for a year and from year to year, time being given to pay the annual premium by quarterly instalments, and that it was not an insurance from quarter to quarter, have certainly put a liberal construction upon the words of the instrument. We believe, however, that it is the custom for insurance companies, in cases where the insured has died during the days of grace without having paid the premium, to accept payment from his representatives and to treat the policy as being in full force. And we are inclined to think that this course would often be adopted even in a case governed by *Pritchard v. Merchants, &c., Life Assurance Co.*

TWO REGISTRATION appeals have been heard recently by a Divisional Court of the King's Bench Division, one of which is only of passing interest, but the other raises a question of some importance. In the first case, *Marsh v. Bantoft* (reported elsewhere), the question was raised whether soldiers who were serving in South Africa when peace was declared last June, are entitled to be on the register recently made up. By the Electoral Disabilities (Military Service) Removal Act, 1900, it was provided that no person should be disqualified for being registered, where residence is required, by reason only that during the whole or any part of the qualifying period he had been absent on actual military service. And it was further provided that the Act “should apply only to absence during the continuance of the present war in South Africa.” The claim was to be registered as an occupier in Division I. of the Occupiers' List. Now, the qualifying period ends on the 15th of July, and peace was declared in June. It was argued that the Act did not cover the few weeks from the declaration of peace to the 15th of July; and that, therefore, the claimant, who was actually serving when peace was declared, was not during those weeks absent during the continuance of the war. The revising barrister accepted this argument and disallowed the claim; but, fortunately in the interests of common sense, his decision has been reversed by the High Court. If a statute is to be construed according to the letter, without any reference to its manifest object and intention, the barrister was perhaps right; but it is a well-established rule that the intention of an Act must not be defeated by a too literal following of the mere words. The intention of this Act is clear; and if men who were abroad when peace was made, and who had not reasonable time to get back before the end of the qualifying period, are to be disfranchised, it is equally clear that the object and intention of the Act would be defeated. There is, however, another ground on which it might be held that the decision of the barrister was wrong. The Electoral Disabilities Removal Act, 1891, provides that no person shall be disqualified for the occupation franchise by absence for a period not exceeding four months at one time, where that absence is caused by the performance of any duty incidental to any office, service, or employment. Here then, it is submitted, the later Act covers the time to the day of the declaration of peace, and the earlier Act covers the few weeks from that day till the 15th of July. This Act would not protect a man who, having the power to return home, chooses to remain away; but it would protect the man retained with the colours after the declaration of peace for a period not exceeding four months in either the last or the present qualifying period.

THE SECOND case, *Williams v. Blakeway* (reported elsewhere), was an appeal by a Wesleyan minister from the decision of a revising barrister rejecting his claim to a vote in respect of the occupation of the manse connected with his chapel. It appears that ministers of this persuasion are usually moved every three years, and that these changes take place in the month of August. Hence, if a minister is moved out of one Parliamentary constituency into another, he loses his vote for a year; as when the register is first

made up in his new place he has not occupied a full twelve months to the 15th of July. This is so, at any rate, unless he can bring himself under the proviso in section 26 of the Representation of the People Act, 1832, which provides that where any lands which would otherwise "entitle the occupier to a vote shall come to any person at any time within the twelve months" by descent, succession, marriage, marriage settlement, devise, or promotion to any benefice in a church, or by promotion to any office," such person shall be entitled to be on the register. It was argued that the appellant had been "promoted to an office" within the meaning of this section, but the court affirmed the decision of the barrister rejecting this argument. The court has not, however, laid down any rule of general application, but has only dealt with this particular case, in which the evidence was somewhat scanty. It is submitted that the word "office" in the statute means an office of a public character only, under the Crown or under some municipal or local government body, or constituted under the powers of some Act of Parliament; and that it does not include an employment under any private individual or body of individuals, or under the terms of a charitable trust. If this is not so, then it is almost impossible to say that the word "office" is not the same as "situation," and that the appointment of a man to the situation of a gamekeeper, with a cottage attached, is not promotion to an office within the meaning of the Act. That is taking a wide view, which, if correct, would considerably increase the number of those entitled under the service franchise. It is, however, a serious injustice that ministers should be liable to lose their votes in this way; and the sooner this, and other blots on our registration law, are put right by Parliament, the better it will be.

A POINT of some interest was decided by BUCKLEY, J., on the 8th inst. in the case of *Boyce v. Paddington Borough Council* (reported elsewhere). The plaintiff, as owner of a recently built block of flats abutting on a disused burial ground which was vested in the defendants, sought to restrain the defendants from erecting on this ground a hoarding so as to interfere with the access of light to his buildings. The disused burial ground had become an open space within the meaning of the Metropolitan Open Spaces Acts, 1877, 1881 and 1887, and by virtue of those Acts and of the Disused Burial Grounds Act, 1884, no building can be erected thereon except for the purpose of enlarging a church, chapel, or other place of worship: see *Re Ponsford and the Newport District School Board* (1894, 1 Ch. 454). The plaintiff had, of course, acquired no prescriptive right of access of light (his buildings being new), but he claimed that, by reason of this statutory incapacity to which the burial ground was subject, his power to acquire the right by prescription could not be interfered with. So far as the form of the action was concerned, the learned judge decided that, although the plaintiff was asserting the public right to have the ground kept as an open space, he was suing in respect of his private right to acquire a right to access of light to his adjoining property, and that he was claiming in respect of special damage accruing to him as an individual from the alleged breach of the public right, and that, therefore, he was entitled to sue without joining the Attorney-General as a co-plaintiff. But on the substantial question in the case the decision was adverse to the plaintiff's claim. In the first place, if the plaintiff were held entitled to be permitted without interference to acquire the right of light by prescription, the result would be that the right to erect such buildings (for the enlargement of a place of worship) as the Acts allow to be erected on a disused burial ground, would be lost. And, again, the result would be that the statutes passed with the intention of preserving the ground as an open space would have the effect of conferring on the adjoining owners rights which were altogether outside the purview of those Acts. And on the question whether the hoarding was a building, the learned judge very properly took into consideration the object of the Open Spaces Acts, which was to preserve certain pieces of land unbuild upon for the purposes of recreation. A hoarding may be a building within

some Acts or documents—see *Wood v. Cooper* (1894, 3 Ch. 671), a case of a lessee's covenant not to erect buildings—but it is a question which depends upon the context in which the word is used. In the present case the prohibition against buildings is enacted with a view to preserve the land as an open space and place of recreation, and it is clear that a hoarding erected for the purpose of preventing the acquisition of the right to light is not such a building as is contemplated by the Acts in question. The action therefore failed.

## Alterations of Procedure in 1902.

THE two sets of Rules of the Supreme Court issued during the present year, in January and July respectively, have made considerable alterations in procedure. The rules of January, 1902, were almost exclusively confined to the establishment of the new central taxing department for all divisions of the court, which, though it has resulted in some correlative changes of departmental practice, cannot be said to have effected any alteration of procedure. But included in the rules of January, 1902, are two short rules which have made one of the important alterations of procedure with which we propose to deal.

It may be said without hesitation that the changes in procedure made during the year are distinct improvements, clearly thought out, and as clearly embodied in the new rules. All changes are confusing at first, but it will soon become clear to practitioners that procedure has been much simplified, especially in the King's Bench Division.

First in importance in the alterations which have been made is the amendment of order 30 (summons for directions). The scope of this order has been materially reduced by excepting from its compulsory operation all actions by specially-indorsed writ. The first effect of this alteration is to restore all such actions to the operative effect of order 27 (default of defence). Prior to this change, practice as to default of defence was confusing to the point of bewilderment. One's mind hovered between the rules as to default of defence and those as to the summons for directions in utter uncertainty as to which prevailed, and at what point. For order 27 and order 30 flatly contradicted one another, and the rules of order 21 as to delivery of defence fitted in with neither of them. It is surprising that such a state of things should have continued for so long a time without some emphatic remonstrance from the profession.

Happily this confusion has now been removed by the new rules, as will be seen from the following short summary of the practice in default of defence as established by the R. S. C. of July, 1902:

(1) A defendant served with a specially-indorsed writ makes default of defence if he fails to deliver a defence within ten days from the time limited for appearance. After the expiration of that time the plaintiff can, in case of such default, enter final judgment without leave, whether the claim is for a liquidated demand or for recovery of land, with or without rent and mesne profits (ord. 21, r. 6; ord. 27, rr. 2, 3, 7, 8).

(2) A defendant served with a writ not specially indorsed is not bound, or, indeed, entitled, to deliver a defence until the plaintiff has obtained an order for directions which directs either that a statement of claim shall be delivered, or that a defence shall, without a previous statement of claim, be delivered within a stated time. If a statement of claim is ordered, the defendant is bound to deliver his defence within the time ordered, or, if no time is specified, within ten days from delivery of the statement of claim (ord. 21, r. 8). Failing this, the defendant is in default, and if the claim is for damages, or for detention of goods with or without damages, or for recovery of land, not specially indorsed, with or without mesne profits, the plaintiff may, without leave, enter immediate judgment. And this applies also where the claim is for a liquidated demand not specially indorsed. If the claim is for some relief beyond those mentioned, the plaintiff may proceed by motion for judgment in default of defence (ord. 27, rr. 4, 5, 6, 11).

If the defendant is in default of appearance, and the claim is for some relief for which judgment in default of appearance



cannot be entered under ord. 13, rr. 3-9, the plaintiff is bound by the terms of ord. 13, r. 12, to file a statement of claim in default, and after the expiration of ten days may proceed by motion for judgment in default of defence (ord. 13, r. 12; ord. 27, r. 11). And this applies equally where a sole defendant is in default, and where there are several defendants, one or more of whom have made default of appearance and defence, no matter what directions may have been made for the conduct of the action against the defendants who have appeared.

(3) Where a plaintiff suing by specially-indorsed writ applies under order 14, and leave to defend is given, the defendant is bound, without any further order, direction, or notice, to deliver his defence within eight days from the order giving leave to defend, otherwise the plaintiff may enter immediate judgment without leave, whether the claim be for liquidated demand or recovery of land, with or without rent and mesne profits (ord. 21, r. 7; ord. 27, rr. 2, 3, 7, 8).

In giving leave to defend the judge or master has power to give all such directions as might be given under order 30. This does not, however, necessitate the issue of a summons for directions either at the time or subsequently, the practice being to give such directions as may be required on a notice for directions without previous issue of the summons (ord. 14, r. 8 (a); and see note to that rule, *Ann. Prac.*, p. 139, "Practice where directions not given with leave to defend").

While, however, the scope of order 30 (summons for directions) has been restricted as above stated, the control which it gives the court over the proceedings in actions to which it still applies has been materially increased. Ord. 20, r. 1, has been reconstructed and much simplified. Where the writ is specially indorsed no further statement of claim may be delivered. In all other actions the plaintiff must obtain leave under order 30, or ord. 18A, r. 3, before he can deliver a statement of claim to a defendant who has appeared; and the judge or master has full discretion to order or refuse a statement of claim, and to order trial without pleadings or otherwise as he may think fit (ord. 20, r. 1 (b); ord. 30, r. 2; ord. 18A, r. 3). If a statement of a claim is ordered, it must be delivered within the time specified in the order, or, if no time is specified, then within twenty-one days from the date of the order (ord. 20, r. 1 (c)). It will be seen that the old time fixture of six weeks has been reduced by one-half, and it may be admitted that in Chancery actions three weeks is, in the majority of cases, far too short for the preparation of a statement of claim. On the other hand, it may be said that in the majority of King's Bench actions six weeks was far too long, and caused unnecessary delay; and that inasmuch as parties are free to enlarge the time by consent without order, and failing consent the master can do so (ord. 64, rr. 7, 8), there seems no harm in making the shorter time apply to all cases where there has been no enlargement by consent or otherwise.

It will be seen also that the right which remained to a plaintiff under the repealed rule (notwithstanding order 30) to deliver a statement of claim with the writ, or afterwards before appearance, has been withdrawn.

We are on more debatable ground when we come to the change which deprives the plaintiff of the right to fix the place of trial by his statement of claim, subject to the power of the master to otherwise order. We confess ourselves unable to understand why this change was introduced into the rules. We have never heard of any demand for it. Abuses there could hardly have been, seeing that power to change the place of trial has always rested with the judge or master. And it certainly appears only reasonable and just that a person who brings an action should have the first right to say where he wishes it to be tried. However, for some occult reason, the judge or master has been charged with the duty of determining in every case where the trial shall take place, and we can only hope that full weight will be given to the legitimate desire of the plaintiff in an action, and that no consideration apart from the interests of the parties generally will be allowed to influence the exercise of this jurisdiction. The place of trial will be fixed by the master either under the summons for directions, or on giving leave to defend under ord. 14.

A further extension of the power of the court under order 30 has been effected by striking out of rule 2 of that order the words

"interlocutory" and "before the trial." While these words remained part of the rule, there was no power under order 30 to order judgment to be entered. Under the rule as it stands this restriction is removed. It must not, however, be supposed that this amendment is intended to confer upon the court any new jurisdiction to order summary judgment. The intention, no doubt, is to give power to the judge or master under order 30 to make a consent order for judgment under the summons for directions while the parties are before him, instead of putting them to the necessity of issuing a special summons for the purpose.

As regards applications subsequent to judgment, the practice remains as it was before—namely, that all such applications must be made by separate three-shilling summonses. By a curious and somewhat misleading method of dealing with this point, ord. 30, r. 2, was amended so as to apply to an action both before and after trial and judgment. But at the same time ord. 30, r. 5, was amended so as to limit the issue of notice for directions to applications *before judgment*. Every subsequent application, therefore, must be made by summons as heretofore.

The amendment of ord. 3, r. 6, which was effected by the rules of January, 1902, is one which has been long needed. Clause (F) of that rule applied only to recovery of land by a landlord against a tenant whose tenancy had expired, or been duly determined by notice to quit. It was decided by the Court of Appeal in *Arden v. Boyce* (1894, 1 Q. B. 796) that this did not include a case of forfeiture for non-payment of rent. The amendment has now extended the special indorsement to recovery of land by a landlord against a tenant whose term has become liable to forfeiture for non-payment of rent. The importance of this alteration gains additional importance from the further change to which we have referred above, whereby an action by specially-indorsed writ has been set free from the operation of order 30. For not only can an action by specially-indorsed writ for recovery of land be prosecuted under order 14, or judgment be obtained in default of appearance, but if the defendant appears and fails to deliver a defence within ten days from his appearance, the plaintiff can enter judgment in default of defence. If the plaintiff proceeds under order 14, the tenant has the same right to relief after judgment thereunder for recovery of land on the ground of forfeiture for non-payment of rent as if the judgment had been given after trial (ord. 14, r. 10).

The amendments introduced into order 45 (attachment of debts) have removed a great injustice under which judgment creditors suffered in seeking execution by garnishee proceedings. The garnishee order bound the debt due to the debtor from the garnishee only to the extent of the judgment debt. By the rules of July, 1902, the words "together with the costs of the garnishee proceedings," have been added to rules 1, 3, 4, and 6 of order 45. In future, therefore, a judgment creditor will be able to recover such costs as part of the garnishee order.

Taken as a whole, these rules shew a marked improvement on any which have recently been issued. They are distinguished not only by an earnest desire to simplify and improve procedure, but by manifest care in the method adopted for giving effect to that desire.

The legal practitioners at the Brentford County Court, where recently the question arose as to whether solicitors practising should wear their gowns, have now, says the *St. James's Gazette*, decided by a large majority to continue the practice of wearing gowns, as being calculated to uphold the dignity of the court.

The Master of the Rolls, in responding to the toast of the bench at the Lord Mayor's banquet, congratulated the Lord Mayor upon his safe performance of the onerous duties that had devolved upon him that day, and in that connection he did not refer to the gorgeous pageant in which he had been the principal figure, but to that far more onerous, more difficult, and more dangerous task of successfully effecting an entrance to the presence of his Majesty's judges, and the equally successful accomplishment of the task of emerging therefrom. The company might not be so familiar as he with the courts of law; if they were they would appreciate at its full significance the great task which the Lord Mayor had performed. The intricacies and inconveniences of the building were very numerous, and to pass along the ill-lighted corridors and staircases to the presence of the Lord Chief Justice was a task which was almost beyond the range of an ordinary man; it required an embryo Lord Mayor and a hero to accomplish it.

## The Use of "Trade-Mark" upon Registered Trade-Marks.

A PORTION of the judgment of the Court of Appeal, delivered by Lord Justice FRY in the *Apollinaris* case (8 R. P. C. 137), has long been a stumbling-block to trade-mark owners. In that case there was a motion to remove from the Register of Trade-Marks a label which had been registered as a trade-mark, and which consisted of certain letterpress of a common character, printed in common type and without anything distinctive about it except that in the centre was a round disc which in use was coloured red, and at the bottom of the disc, following the circumference, the words "trade-mark"; this disc, as appears by the report, had been separately registered as a trade-mark. The Attorney-General, who appeared for the applicants for rectification, contended that the words "trade-mark" were so placed on the label as to represent that the disc was the trade-mark, and nothing else, which was deceptive to the public. Lord Justice FRY decided that this mark must come off the register. He said that "with regard to it several objections were raised by the Attorney-General. One was that the mark was calculated to mislead, inasmuch as the whole label is registered as a trade-mark, and yet contains the assertion that the red disc, which is the most conspicuous part of the whole label is 'trade-mark'—not saying a trade-mark, not saying part of the trade-mark—but an assertion pointing to the conclusion that it, and it alone, is the trade-mark, and therefore that the label, as a whole, is not the trade-mark. Such would have been the impression produced (I am speaking for myself) on my own mind had I approached the reading of that label unbiassed by what I have learned while sitting in this seat, and such, we think, is the true result of this case. An owner of a registered trade-mark may put it on a registered label, but not so as to mislead a reader of that label, and induce him to believe the only thing registered is the distinctive mark."

It is somewhat surprising that this decision has come before the courts for consideration in very few cases—only three or four indeed—until the case to which we are about to draw attention. In none of those cases was the soundness of Lord Justice FRY's decision called in question, but it was established by them that whether a trade-mark was calculated to mislead by reason of the way in which the words were used upon it was a question of fact. The decision in question has recently been considered and discussed by the Court of Appeal in a case relating to the trade-marks of BASS, RATCLIFF, & GREYTON (Limited).

On the 1st of January, 1876, BASS & Co. registered as a trade-mark the label they had used for eighteen years previously for Burton ales, brown beers, and stouts. In the centre of this label was their diamond mark, which was also registered as a trade-mark. On the lower part of the diamond were the words "trade-mark"; underneath the diamond was the facsimile signature of Bass & Co., and on a white band which surrounded the label on the outside were at the top the words "This label is issued only by Bass & Co.," and at the bottom "Brewers, Burton-upon-Trent." The defendant, in an action brought by BASS, RATCLIFF, & GREYTON, moved to expunge this label and some other trade-marks from the register. Mr. Justice KEKEWICH made an order for the removal, and said that the label having the words trade-marks on the diamond, came directly within the rule laid down by Lord Justice FRY, and that by putting trade-mark on the diamond BASS & Co. had stated to the public that what they claimed as trade-mark was the diamond and nothing else, and that seemed to him deceptive. BASS, RATCLIFF, & GREYTON appealed against this decision and the Court of Appeal reversed it. In so doing, they had, of course, to consider the above-quoted judgment of FRY, L.J. They were unanimous in holding that it was a judgment on a question of fact, and, therefore, they were not bound by it except in a case where the facts were identical. But ROMER, L.J., speaking for himself, said that he should have not come to the same conclusion as a question of fact as the Court of Appeal did in the *Apollinaris* case.

In the course of his judgment (19 R. P. C. 544) the learned Lord Justice laid down several important propositions. In the first place, he said that where the words "trade-mark" appeared

upon a trade-mark label, it could not be right to assume that the particular portion on which those words were placed was alone intended to be designated by those words. As to the Bass label, he said that the words "trade-mark" were in the very centre of the label, and he did not know why he should be bound to assume that the words "trade-mark" were intended to apply to the diamond; but he added that they might so apply, and he would assume that they did, and then he came to the real point upon which he, and, as we understand, the other Lord Justices, decided the case. It is this: Although, if on a registered label the words "trade-mark" are put upon something in the label which is not, in fact, a separate trade-mark, the court would hold that was calculated to deceive; yet if the words "trade-mark" are placed upon the portion of the label which is, in fact, a separate trade-mark, the court will not hold that calculated to deceive, unless it is satisfied that it was really calculated personally to injure somebody; or, putting it in another way, that there is any substantial likelihood of injury. Applying this to the label in question, Lord Justice ROMER said: "Look at this very Bass trade-mark. If anyone were led to suppose that the word 'trade-mark' here referred to the diamond alone, would it be a natural inference for him to suppose that he might with impunity imitate or disregard the rest of that label. I should say certainly not. He could not possibly be injured. There could be no such deception as would injure any ordinary reasonable human being, and on that ground alone I should have thought you could not say there was such an intention to deceive, or that the label itself was so calculated to deceive as to justify you in saying that the label was an improper subject of a trade-mark on that ground," and he concluded his judgment as follows: "I cannot see that in every case, as I have said, the designation of a particular portion of a trade-mark with the words 'trade-mark' would justify you in holding that there is deception because it implies that the rest is open to the trade, or is not the subject of a trade-mark at all. There ought to be a presumption in favour of fairness and honesty, and that applies especially to the present case, seeing that here this trade-mark has been in use and been registered for all this number of years, and no person has ventured to come forward either to say that anybody has been injured or could possibly be injured. I refuse to draw the inference that anybody could be injured; in fact I am perfectly certain that he could not, and therefore I think the appeal on this point ought to be allowed."

The decision in the case under notice of course settles this, that if an application is made to remove a trade-mark from the register, on the ground that the words "trade-mark" are so used on it as to be calculated to deceive, the applicant for removal must prove that such use of the words is likely to cause "substantial injury" to some person or persons unless the words "trade-mark" are placed upon something which is not of itself a separate trade-mark, in which case the mark is inherently deceptive. But the decision under notice does not settle this—if registration of a trade-mark on which the words "trade-mark" are used is applied for, can the Comptroller refuse to register it on the ground that by reason of the use of such words the mark is calculated to deceive, unless the applicant for registration satisfies him that it is not likely to cause any such substantial injury as is above referred to? Having regard to the decision of the House of Lords in *Re Dunn's Trade-Mark* (7 R. P. C. 311) we think that the Comptroller would be justified in taking this line.

At the Lancaster Assizes this week, says the *Daily Mail*, Mr. Justice Jelf complained of the antiquated arrangements for lighting the assize courts, and expressed the hope that the next time he visited Lancaster the tallow dips would have been replaced by some better system of illumination. The candlesticks have been in use in the assize courts over 100 years.

The Judicial Committee of the Privy Council resumed their sittings on Tuesday after the Long Vacation. The first list of appeals contains, says the *Times*, seventeen causes for decision—viz., from Bengal five, Oudh three, Bombay two, New South Wales two, Victoria two, Madras one, New Zealand one, and the Cape of Good Hope one. There is also a petition for the prolongation of a patent to be heard. Ten judgments in appeals argued before the vacation are set down for delivery.



## Reviews.

### Procedure.

**THE A B C GUIDE TO THE PRACTICE OF THE SUPREME COURT, 1903.** By FRANCIS A. STRINGER, of the Central Office of the Supreme Court; one of the Editors of the Annual Practice and of Daniell's Chancery Practice. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Annual Practice we all know and in a sense revere, even if we do not love. That, or its rival, the Yearly Practice, is the practitioner's essential companion. But it takes time to work through the mass of statutes, rules, and cases for the precise point which has to be settled, and these books do not conveniently go in the waistcoat pocket. Perhaps that pocket is not an ideal receptacle for Mr. Stringer's handy little volume which appears in the familiar white, but he has produced a book which is extremely portable, and which, it seems to us, will, with the shortest possible expenditure of time and trouble, lead the practitioner to the information he requires. The book, says Mr. Stringer in the preface, "is not a treatise, for it leaves untouched the discussion of statutory jurisdiction under special Acts and common law rights; nor does it directly suggest to the legal practitioner how to conduct his case. It is an endeavour to tell him clearly and in a few words *how, when, and where* he may take such step in procedure as he may decide to take, and to define the mode, time, and place with precision." Mr. Stringer has adopted the dictionary form, and the book is arranged under a series of heads in alphabetical order—such as "affidavit," "discovery and inspection," "pleadings," "summary judgment (order 14)," &c. No cases are cited, and very few statutes quoted; nor are rules given in full. Where their contents have to be stated they are summarized. But there are frequent references to the Annual Practice to which resort can thus be readily had for fuller information. The idea of the volume strikes us as a very happy one, and Mr. Stringer appears to have successfully carried it out and to have produced a book which will be of great service to the profession.

### The Law of Burial.

**THE LAW OF BURIAL: INCLUDING ALL THE BURIAL ACTS AS MODIFIED OR AFFECTED BY THE LOCAL GOVERNMENT ACT, 1894; ALL THE CHURCH BUILDING, NEW PARISH, AND POOR LAW ACTS RELATING TO THE SUBJECT; THE CREMATION ACT, 1902, AND THE OFFICIAL REGULATIONS, &C WITH NOTES AND CASES. THIRD EDITION.** By JAMES BROOKE LITTLE, B.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

This is a very useful collection of the statutes on the above subjects. The publication of a new edition of this work is fully justified by the passing of the Burial Act, 1900, and the Cremation Act, 1902, since the previous edition was issued, and by some additions to the case law affecting the earlier Acts. Many of the Acts dealt with abound in difficulties of construction; this is particularly so as to the application of the Local Government Act, 1894, to the then existing Burial Acts. Mr. Brooke Little's notes do much to explain the obscurities of this branch of the law; they are carefully written, and sufficiently full without being diffuse.

### Books Received.

**A History of English Legal Institutions.** By A. T. CARTER, M.A., Barrister-at-Law. Butterworth & Co.

**The Licensing Act, 1902: being an Annotated Edition of the Act, with a General Introduction and Summary of Its Provisions.** By JOSHUA SCHOLEFIELD, Barrister-at-Law, and GERARD R. HILL, M.A., Barrister-at-Law. Butterworth & Co.

**Sweet & Maxwell's Diary for Lawyers for 1903.** Edited by FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice, one of the Editors of the Annual Practice, and J. JOHNSTON, of the Central Office. Sweet & Maxwell (Limited).

Mr. Justice Grantham, addressing the grand jury at the Chelmsford Assizes this week, says the *St. James's Gazette*, referred to the case of a man charged with perjury, and who had already been punished for the crime out of which the perjury arose. His lordship said that, logically, a man ought to be prosecuted for committing perjury, but it was not always wise to arrest a man when he came out of prison and charge him with committing perjury in respect of the offence for which he had been punished. Unfortunately, there was an immense amount of perjury committed in the courts, but when a man was punished that punishment should be made to cover any perjury he had committed in defending himself. If the grand jury cared to take into consideration the fact that the man had been punished, and that there was a conflict of testimony, they would be justified in saying that the case should go no further.

## Correspondence.

### Taxation of Costs.

[To the Editor of the Solicitors' Journal.]

Sir,—We have been studying with some care the "Practice Notes on Taxation of Costs Settled by the Masters," and although the effect of the notes cannot be said to be unduly liberal to solicitors, we are pleased to notice an attempt to reduce the taxation of costs to a uniform and logical system.

In one or two respects, however, we think the masters have hardly shewn themselves in these notes alive to the exigencies of modern practice. We notice that under the heading of "Telephone," as a rule, nothing will be allowed for an attendance by telephone. We presume the masters are not afflicted (as most solicitors are) with constant calls on the telephone, but we have little doubt that if the masters were in touch with modern practice, this note would be altered so as to permit of telephone calls being allowed "as a letter or attendance, unless merely for the purpose of making an appointment." In our practice it is not at all an unusual thing to be asked to settle the terms of an extraordinary or special resolution on the telephone, or to advise on a contract or deed, and to take instructions of an important character. Not only are these calls an interruption of ordinary business, but they require immediate attention and record lest they should be overlooked and escape attention.

In only one other respect do we venture to criticize the masters' notes. Under "Term Fee" no allowance is to be made for "issuing or perusing originating summons." Considering that an originating summons is for all practical purposes equal to a writ and pleading in one composite document, and requires the same amount of deliberation and attention, we think this point needs reconsideration, particularly as it carries a proceeding to exactly the same stage as a writ combined with a subsequent interlocutory application and pleading.

We only venture to address you in the hope that these observations may reach the attention of one or more of the masters, as we know of no constitutional method of approaching the masters directly, and we fear that any representation made directly to one of their body might be resented.

WARD, BOWIE, & Co.

7, King-street, London, E.C., Nov. 13.

### The Land Registry.

[To the Editor of the Solicitors' Journal.]

Sir,—As personally interested in a recent purchase of a small house in the suburbs, I have again been brought into contact with the Land Registry, with the result that I am more than ever certain that it is, to put it plainly, a perfect nuisance to landowners and to those who have dealings in landed property.

In this instance, I took pains to get a copy of the plan used at the registry for the district in which the house is situate, and that plan was adopted for the conveyance. There, however, lurked in it a possibility for the ingenuity of the official mind. With the house was acquired a right of passing over, and being upon, a private road running at the back of the premises. The plan plainly shewed this road as running, not only at the back of the premises, but also as continuing at the backs of the neighbouring premises on either side—the plain and obvious meaning being that the indication of the road as being at the back of the premises conveyed was a mere geographical expression, and that the grant of its use extended over all the road, not a mere part of it.

To my amazement, the solicitor conducting the passage of the matter through the registry informed me that the officials there would not allow that there was any grant of the road except at the very back of the premises conveyed, and accordingly I interviewed the assistant registrar, and convinced him that at least on one side of the premises the right must extend over the rest of the road at the backs of the neighbouring premises on that side, but he was obdurate as regards the other side (though on the face of the conveyance there was absolutely no more reason for one side to be preferred to the other), and he refused to allow any mention of this right of way in the land certificate unless I consented to its being sharply and precisely defined on the plan to accompany it, as not extending beyond the premises on this other side. Of course I refused to consent to anything of the kind, and so the matter was left that no mention of the right is to appear on the certificate, and the right has to be vindicated (as indeed it can be) by the conveyance itself.

To my mind this simple story shews the utter mischievousness of this Land Registry.

Observe first, that, assuming the registrar was acting within his right in making the objection, then the poor distressed landed interest is afflicted with a Court of Construction on a great variety of questions that ought never to be, and in the vast majority of cases never would be, raised at all.

Secondly, the register is not, and can hardly ever be, a complete record of the title—a proposition I could demonstrate by other matters in relation to other properties with which I am interested.

Thirdly, observe the need it entails of the most precise phraseology about which no two opinions are possible in all matters that have to go through the register, with a great risk that the utmost care and the longest experience will fail to satisfy the fastidious tastes of its presiding genius.

Fourthly, the delay in getting the certificate. That delay occurs in every instance; in many the delay is considerable—a delay causing in a great many cases a monetary inconvenience of the most vexatious character.

And the County of London has been chosen as the *corpus vile* on which to operate the experiment! But those who worked the oracle were wise in their generation. They knew that the Londoner is the modern type of Balaam's Ass—is, in fact, the most urbane, most patient, most long-suffering, beast of burden in the whole wide world. And alas! he has many Balaams, the most egregious of whom is the Land Registry.

F. STROUD.

Lincoln's-inn, Nov. 3.

[To the Editor of the Solicitors' Journal.]

Sir,—We are not aware whether attention has yet been called to the many traps for the unwary which lurk about the seemingly simple form of the instrument of transfer in use at the Land Registry Office.

In the first place, no form of acknowledgment of the receipt of the purchase-money is included in the form, and if it is not added, and the purchaser pays his purchase-money to a solicitor, he would be liable to pay the purchase-money over again in case of any default on the part of the solicitor in paying his client.

Secondly, there is no blank left for the words "as beneficial owner," or similar words, so as to give the purchaser the benefit of the covenants for title.

Thirdly, there is nothing to suggest that an acknowledgment for production of title deeds may have to be added to the form.

One would think on looking at the form that there are merely a few blanks to be filled in, whereas in reality it is a form which has to be most carefully settled.

EMANUEL, ROUND, & NATHAN.

27, Walbrook, Nov. 12.

## Points to be Noted.

### Conveyancing.

**Settlement of Share Given by Will.**—When a will gives a share to a daughter of the testator and contains directions for settlement of such share, there is the danger that failure of the gift to the daughter by reason of her predeceasing the testator or otherwise failing to attain a vested interest will cause a failure of the entire directions for settlement as well. The cases on the subject establish no settled rule, and in ascertaining the testator's intention the whole will must be regarded. Hence the draftsman should make it clear that the settlement is to take effect notwithstanding the failure of the daughter's personal interest.—*RE WHITMORE* (1902, 2 Ch. 66).

**"Die Without Having Been Married."**—It seems to be plain that a woman who dies "without ever having been married" means a woman who dies without having had a husband, and hence an ultimate gift in favour of the next-of-kin of a married woman as though she had died intestate and without ever having been married should of course, as is the obvious intention, exclude both the husband and any children she has had. But, notwithstanding the emphatic decision to this effect of Jessel, M.R., in *Emmins v. Bradford* (13 Ch. D. 493), it must for the present be taken to be settled that the phrase excludes only the husband, and hence if a child survives the wife and dies in infancy the share will go to his next-of-kin. To avoid this result the clause should run "die without leaving a husband or any child surviving her."—*RE MARE* (*Kekewich, J.*) (1902, 2 Ch. 112).

### Company Law.

**Director's Qualification.**—Section 3 of the Companies Act, 1900, as to a director obtaining his qualification shares within a certain time, and vacating office if he ceases to hold it, is restricted in its operation to this extent: Sub-section 1 only deals with the original appointment of a director, and sub-section 2 does not touch a case where the director holds the qualification originally fixed by the articles, but by special resolution the articles are so altered as to increase the qualification. The liability to qualify, apart from the Act, is considered in the same case.—*MOLINEUX v. LONDON, BIRMINGHAM, AND MANCHESTER INSURANCE CO. (C.A., July 21)* (1902, 2 K. B. 589).

**Reconstruction—Trustee Shareholders.**—Power to trustees to retain trust money "in its present form of investment" justifies them

in taking in exchange for shares in a company shares in a new company to which on the reconstruction of the old company its assets have been transferred. The substance of the transaction has to be looked to. "The altered thing . . . is the same investment in an altered form resulting from qualities inherent" in the original investment—that is to say, the shares in the old company are subject to that company's statutory right to reconstruct. *Quare*, whether the rule applies where the old shares are paid up and the new shares are not.—*RE SMITH, SMITH v. LEWIS* (Buckley, J., July 4) (1902, 2 Ch. 687).

**Reduction of Capital.**—Because the articles of association say that on winding up losses are to be borne in proportion to capital paid up, the same principle of diminution, if the scheme of reduction is on the whole just and equitable, is not necessarily applicable on sanctioning a reduction of capital where shares of the same class are unequally paid up.—*RE CREDIT ASSURANCE AND GUARANTEE CORPORATION (C.A., July 30)* (1902, 2 Ch. 601).

**Prospectus—Contracts.**—As regards contracts under the repealed section 38 of the Companies Act, 1867, a director can only rely on the plea of ignorance of them where the facts enable him to shew that he was not responsible for the prospectus as his document. A waiver clause to avoid the same section gives no protection unless it fairly discloses the nature of the rights to be released or waived.—*WATTS v. BUCKNALL* (Byrne, J., August 5) (1902, 2 Ch. 628).

**Name—Injunction for Similarity.**—A company cannot monopolize for the purpose of nomenclature a word in ordinary use in the English language. A name is not necessarily calculated to deceive because it is similar. It depends in great measure upon what the nature of the name is; and if it merely represents the name of the article supplied by the company, it requires very strong evidence to shew that such name has lost its primary meaning and has become identified with the complaining company.—*AERATORS (LIM.) v. TOLLITT* (Farwell, J., May 27) (1902, 2 Ch. 319).

**Reserve Fund—Dividend or Capital.**—On a winding up, liquidators should be careful to see whether money carried to reserve is distributable as dividend divisible while the company was a going concern, or is repayable to all classes of shareholders as capital.—*RE CRICHTON'S OIL CO. (C.A., April 28)* (1902, 2 Ch. 86).

### Criminal Law.

**Evidence of Previous Conviction.**—Where a statute provides that a combination of circumstances shall constitute an offence when the offender has been previously convicted, such previous conviction must be proved before the jury at the trial, as it is a necessary ingredient of the offence charged.—*REX v. PENFOLD* (50 W. R. 671; 1902, 1 K. B. 547).

**Evidence—Statement of Affairs in Bankruptcy.**—A statement of affairs made by a bankrupt is not made on the hearing of any matter in bankruptcy, and therefore does not come within the protection afforded by section 27 of the Bankruptcy Act, 1890; it is, therefore, admissible as evidence against the bankrupt on the trial of an indictment under 24 & 25 Vict. c. 96, s. 80, for misappropriation as a trustee.—*REX v. PIKE* (50 W. R. 672; 1902, 1 K. B. 552).

## Result of Appeals.

### Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(Original Motion (by order))

*Colyer & Colyer v. S. Willoughby.* Application of plaintiffs to dismiss defendant's appeal for want of prosecution. Dismissed with costs. Nov. 7.

(New Trial Paper.)

*Ben Graham and others (trading, &c.) v. The Commissioners of H.M. Works and Public Buildings.* Appeal of defendants from judgment of the Lord Chief Justice and a special jury, Leeds (restored). New trial, with right to special jury granted. costs reserved. Nov. 7.

### Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

(General List.)

*Bennett v. Stone.* Appeal of plaintiff from order of Mr. Justice Buckley, dated Nov. 13, 1901. Compromised. Nov. 7.

### Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(New Trial Paper.)

*Frost and another v. Solomon.* Application of plaintiffs for judgment



or new trial on appeal from verdict and judgment, dated May 5, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex. Dismissed with costs; costs of shorthand notes of judgment below and discussion allowed. Nov. 8.

The MASTER OF THE ROLLS and MATHEW, L.J.

(Original Motion.)

Cadman v. Ward. Application of plaintiff that defendant give security for costs of appeal. (No. 140, K. B. Final.) Dismissed with costs. Nov. 10.

(Interlocutory List.)

King's Bench—(Final List) Cardiff Channel Dry Docks Co. v. E. G. T. Agius (Limited). Appeal of defendants from judgment of Mr. Justice Bucknill, dated Aug. 12, 1902. (Transferred to this list by order.) Appeal not proceeded with; dismissed with costs. Nov. 10.

Attorney-General, on the relation of the Salisbury Rural District Council v. Garton. Appeal of defendant from order of Mr. Justice Bucknill, dated Aug. 8, 1902. Dismissed with costs. Nov. 10.

Court v. Van Laun and another. Appeal of defendant Van Laun from order of Mr. Justice Jelf, dated Oct. 7, 1902. Dismissed with costs. Nov. 10.

Weeding v. Van Laun and another. Appeal of defendant Van Laun from order of Mr. Justice Jelf, dated Oct. 14, 1902. Dismissed with costs. Nov. 10.

International Assets Co. (Limited) v. Van Laun. Appeal of defendant from order of Mr. Justice Jelf, dated Oct. 14, 1902. Dismissed with costs. Nov. 10.

Dowding & Son v. Day. Appeal of defendant from order of Mr. Justice Jelf, dated Oct. 21, 1902. Dismissed with costs. Nov. 10.

Du Pasquier v. Cadbury, Jones & Co. (Limited). Appeal of plaintiff from judgment of Mr. Justice Bucknill, dated Aug. 6, 1902. Appeal allowed with costs and below. Nov. 10.

## Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

(For Judgment.)

In re Goldfields of Venezuela. Storey v. The Company. Dismissed with costs. Nov. 10.

(In Bankruptcy.)

In re Bright, C. (ex pte The Bankrupt), No. 565 of 1901 from an order of Mr. Registrar Giffard, dated July 1st, 1902, refusing to appoint a day to hear an application to rescind the receiving order. To be re-heard by registrar; order that Chancery proceedings be stayed, unless purchasers object; £100 to be paid by trustee out of available assets; costs of petitioning creditor to be paid out of assets. Nov. 10. N.B.—To be restored to paper Nov. 14, on application of purchasers.

(General List.)

Lewis v. Balco. Appeal of debt from order of Mr. Justice Kekewich, dated Nov. 4, 1901. Injunction varied, with appellant's costs; each party paying costs below. Nov. 10.

## Appeal Court I.

The MASTER OF THE ROLLS and ROMER and MATHEW, L.JJ.

(New Trial Paper.)

Morel Bros. & Co. (Limited) v. The Earl and Countess of Westmoreland. Application of the Earl for judgment or new trial on appeal from verdict and judgment, dated May 19, 1902, at trial before Mr. Justice Phillimore and a common jury, Middlesex. Appeal allowed with costs; judgment entered for defendant. Nov. 11.

(Interlocutory List.)

For Judgment.

Bow, McLachlan & Co. (Limited) v. Dutilth, Smith, McMillan & Co. Appeal of plaintiffs from order of Mr. Justice Jelf, dated Oct. 14, 1902. (o.s.v Nov. 3.) Dismissed with costs. Nov. 12.

## Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

(Original Motions.)

Terry v. Davis. Application of plaintiff to withdraw appeal (No. 66, Chancery General List). Allowed on payment of costs. Nov. 12.

Lazell v. Dingle. Application of defendants for security for costs of appeal (No. 73, Chancery General List). Dismissed with costs. Nov. 12.

The MASTER OF THE ROLLS, and ROMER and MATHEW, L.JJ.

(New Trial Paper.)

Collins v. Norman and another. Application of defendants for

judgment or new trial on appeal from verdict and judgment, dated May 9, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex. Judgment entered for defendants with costs. Nov. 13.

Same v. Same. Application of defendant Norman for judgment or new trial on appeal from verdict and judgment, dated May 9, 1902, at trial before Mr. Justice Bruce and a special jury, Middlesex. New trial ordered; costs to abide event; costs of notes of summing-up allowed. Nov. 13.

## Appeal Court II.

VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.

(General List.)

In re John Scott, dec. Langton v. Scott. Appeal of A. Langton and others from order of Mr. Justice Kekewich, dated Jan. 14 1902. Dismissed. Nov. 13.

[Compiled by Mr. ARTHUR F. CHAPPEL, Shorthand Writer.]

## Cases of the Week.

### Court of Appeal.

DU PASQUIER v. CADBURY, JONES, & CO. (LIM.). No. 1. 10th Nov.

PRACTICE—COSTS—DEFINITE—JUDGMENT FOR RECOVERY OF GOODS—"ACTION FOUNDED ON TORT"—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 116.

Appeal by the plaintiff from an order of Bucknill, J., at chambers. The action was brought by the executor of a deceased person for the return of certain drawings which had been entrusted by the deceased to the defendants as his agents for exhibition and sale (and which were admittedly over the value of £20), and for damages for their wrongful detention; and also for an account of all moneys received as such agents on behalf of the deceased in respect of any sales of the drawings, and payment of the amount found due. The defendants in their statement of defence admitted that they had sold some of the drawings for the sum of £33, but as against that sum they relied upon a set off or counterclaim to the amount of £14 4s. 6d. for mounts and frames supplied for the drawings at the deceased's request, and they brought into court £18 15s. 6d. as sufficient to satisfy this part of the plaintiff's claim. The statement of defence further alleged that the defendants had always been and still were ready and willing to return the remainder of the drawings, and offered then to return the same on obtaining a proper receipt therefor. The plaintiff in his reply accepted the £18 15s. 6d. paid into court in part discharge of that part of the claim, and he accepted the offer of the defendants to return the remainder of the drawings in satisfaction of the remainder of the claim. When the action came on for trial the defendants offered no evidence upon their counterclaim, and accordingly judgment was entered for the plaintiff for £33 and costs upon the claim, and also for the plaintiff upon the counterclaim. The master taxed the plaintiff's costs upon the High Court scale. Upon appeal, Bucknill, J., in chambers held that the action was founded on contract within section 116 of the County Courts Act, 1888, and that the costs should be taxed upon the county court scale. The plaintiff appealed.

THE COURT (COLLINS, M.R., and MATHEW, L.J.) allowed the appeal.

COLLINS, M.R., said that upon either of two views of the case the plaintiff must succeed. In the first place, having regard to what had happened in the action, the plaintiff had recovered in an action founded on tort a sum exceeding £20. The claim was in definite for the return of the drawings and damages for their detention, and that was clearly an action of tort, though no doubt the plaintiff added a claim for moneys received by the defendants as agents for the deceased. The defendants, in their statement of defence, offered to return the drawings which they had in their possession, and the plaintiff accepted that offer. The plaintiff had, therefore, by the exigency of the action recovered the drawings in the action just as if he had obtained judgment for their recovery. The drawings exceeded in value £20. Upon that view the plaintiff was entitled to succeed. There was another ground upon which the plaintiff was entitled to succeed. The plaintiff had recovered the drawings in the action, and he would have been entitled at any rate to nominal damages for their detention. In *Keeble v. Woodward* (50 W. R. 253; 1902, 1 K. B. 532) this court decided that where the plaintiff recovered judgment for an injunction and nominal damages, the claim for an injunction being the main part of the relief sought, section 116 of the County Courts Act, 1888, did not apply. The court there approved of the decision in Ireland in *Bradley v. Archibald* (1899, 2 I. R. 108). In that case the plaintiff recovered in the action certain promissory notes and £4 damages for their detention, there being no finding as to the value of the notes, and the court therefore assuming that their value was merely nominal. The court in that case held that the corresponding rule in that country as to costs did not apply to such a case. That decision was exactly in point, and in his opinion the plaintiff having recovered by the exigency of the action the drawings in question, section 116 did not apply at all.

MATHEW, L.J., concurred.—COUNSEL, *Nelson*; E. W. HANSELL, SOLICITORS, J. B. EDWARDS; H. H. FINEHAVER.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

*Re* NEW PREMIER CYCLE CO. No. 2. 7th Nov.

**COMPANY—REDUCTION OF CAPITAL—SCHEME INVOLVING APPROPRIATION OF FUND IN SATISFACTION OF RIGHTS OF PREFERENCE SHAREHOLDERS—DISCRETION OF COURT—ASSENT OF DEBENTURE-HOLDERS—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 11.**

This was an appeal from a decision of Buckley, J. (reported 48 SOLICITORS' JOURNAL, 586). The facts were shortly as follows: The company, which was incorporated in 1896 to purchase and carry on a cycle business, had a capital of £600,000, divided into 300,000 preference and 300,000 ordinary shares of £1 each. In August, 1901, the company had suffered a loss of capital to the extent of £425,000, while £74,000 stood to the credit of the reserve fund. The directors accordingly submitted to the shareholders a scheme involving the writing off of £56,000 from the reserve fund and the reduction of the capital to £175,000, by the surrender of 50,000 preference and 50,000 ordinary shares, and the reduction of the value of the remaining shares from £1 to 10s. in the case of preference and 4s. in the case of ordinary shares. It was also proposed to pay £18,000, the balance of the reserve fund, to the preference shareholders in full discharge of dividends to the 31st of August, 1901. The scheme was duly approved by the shareholders, but Buckley, J., in the exercise of his discretion, refused to sanction it. The appeal had already been before the court, when their lordships were unwilling to sanction the scheme till the opinion of the holders of the company's debentures (which were to the amount of £100,000) had been ascertained. A meeting of the debenture holders had since been held, when holders of debentures to the value of £94,800, approved the scheme, holders to the value of £3,600 dissented, and holders to the value of £1,600 gave no answer. Under these circumstances,

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.J.J.) now sanctioned the reduction of capital and allowed the scheme to go through as originally drawn, on the terms that an offer, which was to be open for a month, should be made to the non-assenting debenture-holders for the payment off of their debentures at the face value, with interest to date.—COUNSEL, *Younger, K.O., Gore Browne, K.O., and D. Pollock; A. H. Jessel; C. Lyttelton Chubb. SOLICITORS, Warren, Merton & Miller, for Woodcock & Co., Coventry; C. J. Furst; Young, Jackson, Beard, & King.*

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

### High Court—Chancery Division.

*Re* PINE. LILLEY v. THE ATTORNEY-GENERAL. Byrne, J. 6th Nov.

**CHARITY—TRUSTEES—OBJECTS OF CHARITY TO BE MENTIONED IN CODICILS WHICH WERE UNEXECUTED—SCHEME BY COURT—SIGN-MANUAL.**

In this case a testator left personal estate to trustees for the charitable purposes to be mentioned in the codicils or codicil to his will. He executed no codicils and the trustees applied to the court for a scheme.

BYRNE, J., following *Moggridge v. Thackwell* (7 Ves. 36) and *Paice v. The Archbishop of Canterbury* (14 Ves. 364), held that the trustees were right in applying for a scheme, as, trustees having been appointed, the proper course was a scheme by the court and not proceedings by sign-manual.—COUNSEL, *Methold; R. J. Parker. SOLICITORS, Alfred Jones; Solicitor to the Treasury.*

[Reported by J. ARTHUR PRICE, Esq., Barrister-at-Law.]

**ATTORNEY-GENERAL v. ASHBORNE RECREATION GROUND CO.**

(L.I.M.). Buckley, J. 4th, 5th, and 6th Nov.

**JURISDICTION—INJUNCTION—NEW OFFENCE WITH SPECIAL STATUTORY REMEDY—LOCAL GOVERNMENT—BYE-LAWS—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 158, 183, and 251.**

This was an action by his Majesty's Attorney-General, at the relation of the Ashborne Urban District Council, and the council as plaintiffs against the defendant company and their contractor, asking for a declaration that the defendants were laying out, or had laid out, a new street in contravention of the provisions of the bye-laws of the council, and for an injunction to restrain the defendants from doing so. The action had originally been brought by the council alone, but the Attorney-General was subsequently made a plaintiff in consequence of the decision in *Mayor of Devonport v. Toner* (1902, 2 Ch. 182). The street in question was one proposed to be made at Ashborne over the defendant company's property, and the plaintiffs alleged that at one end the new street opened into an existing street called Compton-street, and that the outlet was less than 36ft. wide, the width required by the bye-laws of the urban district council. The defendants denied that the new street was intended to have any outlet into Compton-street as alleged, and raised other defences. They also raised a preliminary objection to the jurisdiction of the court to make any such declaration or grant any such injunction as that asked for, on the ground that a special remedy was provided by the Public Health Act, 1875, and that that was the only remedy to which anyone was entitled. The bye-laws in question were as follows: "4. Every person who shall lay out a new street which shall be intended for use as a carriage-road shall so lay out such new street that the width thereof shall be thirty-six feet at the least." "98. Every person who shall offend against any of the foregoing bye-laws shall be liable for every such offence to a penalty of five pounds, and in the case of a continuing offence to a further penalty for forty shillings for each day after written notice of the offence from the sanitary authorities."

BUCKLEY, J.—A preliminary objection has been raised by the defendants that an action does not lie in respect of the matter complained of, even although the Attorney-General is a party. The urban district council is a body which has powers under section 158 of the Public Health Act, 1875, to make bye-laws, and by those to impose penalties upon offenders against them. They have made such bye-laws, and the plaintiffs say that the

defendants are acting in breach of those bye-laws. I will assume that such is the case. The defendants say that the Act has created a new offence, and has imposed a special remedy for it. That is not correct. By section 183 power is given to the local authority to make bye-laws imposing a penalty, but the Act does not itself impose the penalty. There might be a case where the bye-laws had not imposed any penalty. The question would then arise as to what remedy there was for offences against the bye-laws. But the argument is that the local authority, having made bye-laws imposing a penalty, the remedy must be under section 251 to recover those penalties before a court of summary jurisdiction, and that there is no jurisdiction in this court to grant an injunction. Willes, J., in *Wolverhampton New Waterworks Co. v. Hawkesford* (6 C. B. N. S. 336), says (p. 356): "There are three classes of cases in which a liability may be established founded on a statute. . . . The second class of cases is when the statute gives a right to sue merely, but provides no particular form of remedy; there the party can only proceed by action at common law. But there is a third case—viz., where the liability not existing at common law is created by the statute, which at the same time gives a special and particular remedy for enforcing it. The present case falls within the latter class if any liability at all exists. The remedy provided by the statute must be followed, and it is not competent to the party to pursue the course applicable to cases of the second class; the form given by the statute must be adhered to." This is a case of the third class. I start, then, with this: that, as a general proposition, the remedy provided by the statute must be followed. But there is at least one exception where there may co-exist in equity a remedy by injunction to protect the right granted by the statute. It cannot be disputed after *Cooper v. Whittingham* (28 W. R. 720, 15 Ch. D. 501) that if a plaintiff is suing for a right personal to himself which is infringed by the commission of a statutory offence, he is not precluded from bringing his action. Jessel, M.R., there said: "It is said that the 17th section of the Act created a new offence of importation, and enacted a particular penalty, and it was argued that where a new offence and a remedy for it had been created by statute, a person proceeding under the statute was confined to the recovery of the penalty, and that nothing else could be asked for. That is true as a general rule of law, but there are two exceptions. The first of the exceptions is the ancillary remedy in equity by injunction to protect a right. That is a mode of preventing that being done which if done would be an offence. Whenever an act is illegal, and is threatened, the court will interfere and prevent the act being done, &c." But it is said that, even if this is so, yet an action will not lie when there is no interference with any right of property? Is that a good ground of objection. I think not. I think that the Attorney-General, representing the public, must have in respect of public rights as large a remedy as others have for their private rights. I find that judges of first instance, and also the Court of Appeal, have proceeded in various cases of this sort as if it were a matter of course that the Attorney-General could sue, although no doubt the objection now raised was not urged before them. One of these cases was *Attorney-General v. Hatch* (1893, 3 Ch. 36). Others were *Attorney-General v. Rufford & Co. (Limited)* (47 W. R. 405; 1899, 1 Ch. 537) and *Attorney-General v. London and North-Western Railway Co.* (1900, 1 Q. B. 78). That being so, it is not for me, as a judge of first instance, to say that these decisions are erroneous. But, apart from these decisions, there is, in my judgment, nothing to prevent the Attorney-General suing. Other considerations assist me in coming to this conclusion. If there were no remedy except the special one provided by the statute, the public authority would in many cases be impotent. Under section 158 of the Public Health Act, 1875, the local authority may pull down buildings made contrary to the bye-laws. But they can do so only where the work has been done after notice of disapproval given within a month; and if the authority is inert, the only remedy they have is to inflict the penalty. That cannot be the intention of the statute. Another consideration is that there are many matters which may be required by the bye-laws, and to enforce which by pulling down the house would be an entirely inappropriate remedy. Thus water-closets may be required to be flushed with sufficient water, and dwelling rooms to be properly ventilated. It is a very inadequate remedy to give the local authority power to pull down the house if the bye-laws are not obeyed in details of this description. The object of the Public Health Act was that the rules of public health should be observed, and it cannot be supposed that the right to have these rules obeyed should not be given to the Attorney-General, but should be left to be enforced by penalties. I overrule the preliminary objection. The case was then heard, and judgment ultimately given for the plaintiffs.—COUNSEL, *Macmorran, K.O., and Hextall; Macaskie, K.O., and A. F. Peterson. SOLICITORS, J. B. R. Conder, for Bamford, Son, & Wilson, Ashborne; Taylor, Hoare, & Picher, for Wise & Cook, Ashborne.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

**BOYCE v. METROPOLITAN BOROUGH COUNCIL OF PADDINGTON AND ABBOTT.** Buckley J. 3rd and 8th Nov.

**LOCAL GOVERNMENT—DISUSED BURIAL GROUND—ERECTION OF HOARDING—"BUILDING"—ADJOINING LANDOWNER—LIGHT AND AIR—PREVENTION OF EASEMENT BY PRESCRIPTION—PUBLIC OR PRIVATE RIGHT—SPECIAL DAMAGE—RIGHT TO SUB WITHOUT ATTORNEY-GENERAL—METROPOLITAN OPEN SPACES ACTS, 1877, 1881, 1887—DISUSED BURIAL GROUNDS ACT, 1884.**

The plaintiff was the owner of land abutting upon the disused churchyard of the parish church of St. Mary's, Paddington, and he had recently built upon the land a large block of flats, with numerous windows overlooking the churchyard. By virtue of a faculty, granted by the Bishop of London, in May, 1884, and of an indenture of April, 1892, made between the vicar and the predecessors of the defendant council, and of the Metropolitan Open Spaces Acts, the churchyard had come under the control and management of the



defendant council. They were proposing to erect a screen or hoarding upon the churchyard in front of the windows of the plaintiff so as to prevent his obtaining an easement of light and air over the churchyard by prescription. The proposed hoarding would have had the effect of materially interfering with the access of light to the windows. The plaintiff brought this action against the council and the vicar of the parish, asking for an injunction to restrain them from erecting any such "screen work or other building." By section 1 of the Metropolitan Open Spaces Act, 1877, the "open space" was held in trust "for the perpetual use thereof by the public for exercise and recreation." By section 5 of the Metropolitan Open Spaces Act, 1881, the open space, churchyard, cemetery, or burial ground was to be held with a view to the enjoyment by the public "in an open condition free from buildings," and by section 3 of the Disused Burial Grounds Act, 1884, it is not lawful "to erect any buildings upon the disused burial ground except for enlarging a church, chapel, meeting-house, or other places of worship."

Nov. 8.—BUCKLEY, J.—When stripped of all technicality, the question to be determined in this action is whether the owners of lands circumjacent to and abutting upon other land which has become an open space within the Metropolitan Open Spaces Acts, 1877, 1881, and 1887, and the Disused Burial Grounds Act, 1884, became at once by virtue of these Acts, or must be allowed to become, after the period of the Prescription Act by virtue of an enjoyment which cannot be excluded by the erection of a hoarding, entitled as of right to the access of light to the windows of any buildings which they may erect contiguous to an open space. The defendants contend that they are entitled to erect a hoarding in front of the windows of the plaintiff. The plaintiff denies this upon two grounds—first, that as a member of the public he is entitled to insist that the space shall be an open space, from which it results that there will be a free access of light to his windows; and, secondly, that, whether this is so or not, the defendants cannot erect a hoarding so as to prevent his becoming entitled by prescription because they are by the relevant Acts of Parliament forbidden to erect any building, temporary or moveable, except for the purpose of enlarging a church. He says a hoarding such as this is a building. The defendants say that the plaintiff cannot maintain this action without the concurrence of the Attorney-General. This contention cannot succeed. The plaintiff is suing either in respect of an alleged right to the free access of light to his windows over the open space, or in respect of a public right to have the space maintained as open, and without the erection of a hoarding which he calls "a building." In the former case he is suing upon an alleged private right; in the latter, in respect of an interference with a public right from which he personally sustains special damage. In either case he can sue without joining the Attorney-General. The public are not the owners of lights overlooking the space. Their right is to have the space kept open for the enjoyment of the public free from buildings. That right the plaintiff is entitled to as a member of the public, but any right of access of light to his windows is not a public right which he enjoys in common with others. If he sues, then, in respect of such right, the Attorney-General need not be a party: *Lyon v. Fishmongers' Company* (25 W. R. 165, L. R. 1 App Cas. 662), *Fris v. Hobson* (24 SOLICITORS' JOURNAL 366, 28 W. R. 459, 14 Cr. D. 542), *Chaplin v. Mayor of Westminster* (1901, 2 Ch. 329). If, again, he sues because this hoarding is a building, and therefore cannot be put on the land, he sues in respect of a public right from the breach of which he suffers special damage, and, therefore, he need not join the Attorney-General as plaintiff: *Jesson v. Moore* (1 Lord Raym. 486), *Hart v. Bassett* (4 Viner's Abrid. 519), *Benjamin v. Stone* (22 W. R. 631, L. R. 9 U. P. 400), *Winterbottom v. Lord Derby* (12 SOLICITORS' JOURNAL 139, 16 W. R. 15, L. R. 2 Exch. 316). Next, as to the right which the plaintiff claims, it seems an extraordinary proposition to say that under the Metropolitan Open Spaces Acts the plaintiff must obtain immediately, or by the unavoidable operation of the Prescription Act, an easement of light over the land not theretofore enjoyed. If so, the plaintiff could prevent, after the period of the Prescription Act, the open space being used for the purpose of enlarging a church, chapel, or meeting-house as allowed by the Act of 1884, s. 3. The space is to be open for the purpose of public exercise and recreation, and not so as to allow rights to be created in favour of adjoining landowners. The plaintiff gets light and air as an adventitious advantage, and not as of right. Next, is the hoarding a building which the plaintiff as one of the public can object to being put upon the land? In *Peeck v. Gilham* (1 Cab. & El. 104) and *Wood v. Cooper* (43 W. R. 201; 1594, 3 Ch. 671) it was held that a hoarding or a screen was, and in *Slaughter v. Mayor of Sunderland* (65 L. T. 250), *Wilson v. Queen's Club* (40 W. R. 172; 1891, 3 Ch. 522), and *Foster v. Fraser* (42 W. R. 11; 1893, 3 Ch. 158) that it was not, a building. From these cases I derive no principle other than this: that a hoarding may or may not be a building according to the context. In my opinion the hoarding of the defendants is not a building within the Acts with which I have to deal. The buildings mentioned in the Act of 1877 are such as preclude or diminish the enjoyment of the land for exercise and recreation, of those mentioned in the Act of 1884 such as cover some part of the land, as the enlargement of a church, and not barriers to prevent the acquisition of prescriptive rights to light. I think that the action fails.—COUNSEL, *Atbury, K.C., and Mark Romer; H. Terrill, K.C., and T. A. Nash; Montague Barlow* SOLICITORS, *Cheston & Sons; J. H. Horton*.

(Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.)

**Re COZENS. MILES v. WILSON.** Swinfen Eady, J.  
28th Oct. and 6th Nov.

WILL—CONSTRUCTION—GIFT TO "ALL MY OWN NEPHEWS AND NIECES"—GREAT NEPHEWS, GREAT NIECES, HUSBAND'S NEPHEW, CHILD OF BROTHER'S ILLEGITIMATE SON DESCRIBED AS NEPHEWS AND NIECES IN OTHER GIFTS IN SAME WILL.

This was a summons asking for the construction of a bequest of residue

"unto and among all my own nephews and nieces." In the preceding portions of the will the testatrix had described a daughter of one of her nephews as "my niece," and a daughter of an illegitimate son of her brother as "my niece." She had also described a nephew of her husband as "my nephew." It was contended for some of the defendants that the expression in the preceding portions of the will enlarged the meaning of "my own nephews and nieces" in the gift of residue so as to include great nephews and nieces, including the daughter of the illegitimate son of the brother; and that the words "my own" only shut out the husband's nephews and nieces. *Smith v. Lidiard* (3 K. & J. 252), *Merrill v. Morion* (29 W. R. 394, 17 Ch. D. 382), *Seale-Hayne v. Jodrell* (1891, A. C. 304; cf. 38 W. R. 666, and 44 Ch. D. 590), *Re Blower's Trusts* (19 W. R. 666, L. R. 6 Ch. 351), and *Wells v. Wells* (22 W. R. 893, 18 Eq. 504) were cited. *Cur. adv. vult.*

SWINFEN EADY, J.—It has been argued, on the one side, that there is an established rule that the natural meaning of an expression used in a will to describe a class of beneficiaries, cannot be enlarged by the fact that elsewhere in the same will the same expression is incorrectly applied to persons whom it does not properly cover. It has been argued, on the other side, that it is an established rule that when a legatee has once been referred to by an inaccurate description, then, wherever the same description recurs in the will it must be taken as including that legatee and all others to whom it is equally applicable. I am of opinion that there is no such hard and fast rule on either side, and that the true rule is that every such question as this must be determined by considering the language and contents of the particular will. In this will the testatrix refers to various persons who were not strictly her nephews and nieces, and among them a nephew of her husband, as her nephews and nieces (in the case of one of them, however, she also employs a more correct description). She concludes with a gift "unto and among my own nephews and nieces." I cannot adopt the view that this expression was used so as to exclude (as it clearly does) the husband's nephews and nieces, but to include the rest of the persons who had in the previous part of the will been inaccurately called nephews and nieces, and all others who were related to the testatrix in the same degree. In my opinion this gift is to the children of the testatrix's brothers and sisters, whether of the whole or of the half-blood, and excludes all other persons.—COUNSEL, *Begg; Clare; Methold; H. Johnston; H. Greenwood*. SOLICITORS, *Burton, Beales, & Hart, for Beloe & Beloe; King's Lynn; Andrew, Woods, Purves, & Sutton, for Collin & Adams, Saffron Walden*.

(Reported by GODFREY B. BENDON, Esq., Barrister-at-Law.)

## High Court—King's Bench Division.

**WILLIAMS v. BLAKEWAY.** Div. Court. 7th Nov.

PARLIAMENTARY AND LOCAL GOVERNMENT VOTE—OBJECTION—NOT IN OCCUPATION TWELVE MONTHS—"PROMOTION TO AN OFFICE"—APPOINTMENT OF WESLEYAN MINISTER BY THE CONFERENCE OF THE CONNEXION—MUNICIPAL CORPORATION ACT, 1882 (45 & 46 VICT. c. 50), s. 33.

Appeal by the Rev. John Williams, a minister of the Wesleyan Methodist Connexion, from the refusal of the revising barrister for Gloucester to enter his name on the list of Parliamentary and local government electors on the ground that he had not occupied the dwelling-house of which he was registered for twelve months immediately preceding the 15th of July, 1902. The facts stated in the case were that prior to August, 1901, the appellant had resided at Teignmouth, Devon, and that in that month he was appointed by the conference of the connexion to Gloucester. The appointment carried with it the use and occupation of the Manse, which was a usual vested in trustees and was partially furnished by the circuit. The minister as occupier was liable for the rates. He was entitled on appointment to a fixed stipend from the circuit which might be supplemented by further allowances varying according to circumstances. The appointment, though nominally for one year only, was usually for three years, and as the changes on the circuit took place in August, and the list of voters were made up annually in July, unless a minister could claim residence for a year by right of succession to the office of minister from his predecessor whose place he was moved to fill, the first year of his appointment lost him his vote. The revising barrister held that the appointment of the Gloucester circuit was not promotion to an office within section 33 of the Municipal Corporation Act, 1882, and he removed the appellant's name from the list, which, on the ground that he had not been in occupation of the qualifying premises twelve months, had been duly objected to: see *Foster v. Muilhall* (1859, 10 Irish Com. Rep. 532). The objector declined to be made respondent to the appeal, and the town clerk for Gloucester was named as respondent. If the decision of the revising barrister was wrong, and if the appointment of a minister of the Wesleyan Methodist Connexion was considered by the court to be promotion to an office within the meaning of 45 & 46 Vict. c. 50, s. 33, then the name of the appellant was to be restored to the list of occupation voters. Appended to the case was a note that on appeal the appellant would put in evidence a print of the Wesleyan Methodist Chapel Model Deed, under the trusts of which the qualifying premises, No. 6, Falkner-street, Gloucester, were held by the appellant, and certain other documents not before the revising barrister, and he desired the court to know that this evidence, had it been before him, might have affected his decision. On behalf of the appellant, counsel submitted that, having regard to the documentary evidence now produced, the court was entitled to hold that the appointment of a Wesleyan minister was a promotion to an office which enabled the incoming minister to claim residence for the previous part of the twelve months by reason of his succession to the appointment. He relied on the fact that it was not necessary that the appointment should be one to a freehold office in order to secure the benefit of the Act. No one appeared for the respondent.

Lord ALVERSTONE, C.J., said the question raised was of importance as it affected a very great number of ministers all over the country who now were liable to lose their right to vote for one year by reason of the changes on the circuit taking place in August of each year. In the case before them, and on the evidence before the revising barrister, he thought the appellant had failed, and that the revising barrister was right in removing his name from the list. That was the only point they had jurisdiction to decide. It might very well be that when the deed of appointment and the deeds authorizing the conference to appoint a minister to a manse were gone into, that such an appointment might be a promotion to an office such as the law would take cognizance of. It was not their business to go into evidence not before the revising barrister, who, in his opinion, on the materials before him had come to a perfectly right decision.

WILLS and CHANNELL, J.J., concurred, and the appeal was dismissed.—COUNSEL, *Roskill*. SOLICITOR, *Bamford Slack*.

[Reported by *ESKINE REID*, Esq., Barrister-at-Law.]

#### PICKARD v. PRESTON. Div. Court. 7th Nov.

PARLIAMENTARY AND LOCAL GOVERNMENT VOTE—REVISING BARRISTER, APPEAL FROM—STALLHOLDERS AT CENTRAL LONDON MEAT MARKET—ALTERATION OF BOUNDARIES OF MARKET—METROPOLITAN MEAT AND POULTRY MARKET ACT, 1860, s. 11.

Case stated by the revising barrister for the East Division of the Parliamentary Borough of Finsbury. The appellant claimed as a joint tenant of a stall in the Central Meat Market of the City of London to be inserted in Division I. of the Occupiers' List of Electors as a £10 occupier for the East Division of the Parliamentary Borough of Finsbury, St. Sepulchre Polling District, parish of St. Sepulchre. The revising barrister decided that the area of the qualifying property was not within the parish of St. Sepulchre, Middlesex, mentioned in the Redistribution of Seats Act, 1885, Schedule VI., which defined the boundaries of the Parliamentary borough of Finsbury; that the area of the qualifying property had, previously to the Redistribution of Seats Act, 1885, ceased to be part of the parish of St. Sepulchre, and was within the city of London pursuant to the Metropolitan Meat and Poultry Market Act, 1860; and that that was the case, notwithstanding the provisions relating to rating in section 11 of that Act; and he accordingly refused to place the claimant's name upon the register. Counsel for the appellant said when the meat market was constructed a small part of the parish of St. Sepulchre was acquired by the City of London and formed that part of the market on which the appellant and seventeen other persons held stalls. Up to last year the claimant and the other persons had been on the list of voters for the East Division of Finsbury, but their names were last year taken off, and the revising barrister had refused to replace them on the list on the ground that the effect of the Metropolitan Meat and Poultry Market Act, 1860, was to bring the portion of St. Sepulchre Parish acquired by the City of London within the city. The ground of the appeal was that whereas section 11 of that Act expressly provided that the part of the market which had been acquired should continue to be rated and assessed as if it remained in and continued to form part of the parish of St. Sepulchre, that part had never been separated from the parish for Parliamentary purposes, and the appellant was therefore entitled to be put on the list of voters for East Finsbury. The respondent was not represented.

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, J.J.) held that the Act, for the purposes of protecting the parish, made provision to the effect that that part of the market should continue to be rated in and to the rates of that parish did not prevent the land acquired from becoming part of the City of London for Parliamentary and other purposes. Therefore the revising barrister was right in holding that the appellant had no qualifying occupancy in East Finsbury, and the appeal therefore failed.—COUNSEL, *Soper*. SOLICITOR, *E. H. Goddard*.

[Reported by *ESKINE REID*, Esq., Barrister-at-Law.]

#### MARSH v. BANTOFT. Div. Court. 7th Nov.

PARLIAMENTARY VOTE—REGISTRATION—VOLUNTEER ABSENT ON ACTUAL SERVICE—"DURING THE CONTINUANCE OF THE PRESENT WAR"—DECLARATION OF PEACE—ELECTORAL DISABILITIES (MILITARY SERVICE) REMOVAL ACT, 1900 (63 VICT. c. 8), ss. 1, 3—ELECTORAL DISABILITIES REMOVAL ACT, 1891, s. 2.

This appeal raised the question whether soldiers who were serving at the front when peace was declared between this country and the South African Republic in June could claim a vote for the current year. The appeal was from the refusal of the revising barrister for the borough of Ipswich to insert his name on the occupiers' list as a Parliamentary voter for that borough. The case stated the following facts: The claimant, who was a soldier, had been absent in South Africa on military service during the whole of the twelve months previous to the 15th of July, 1902. An objection being made to the claim, it was argued that the claim was good under the Electoral Disabilities (Military Service) Removal Act, 1900 (63 Vict. c. 8), notwithstanding his absence. The revising barrister decided that the claim was bad because the war in South Africa had come to an end when peace was declared in June, and he considered that the absence of Marsh during the rest of the qualifying period was consequently not an "absence during the continuance of the present war" within the meaning of section 3 of the Act, and he accordingly disallowed the claim of Marsh and two other persons who claimed on the same ground. Section 1, sub-section 1, of the Act of 1900 provides that "a person shall not be disqualified for being registered for voting . . . in respect of a qualification for which any residency or inhabitation is

required by reason only that during the whole or any part of the qualifying period he has, as a member of the Reserve, Militia, Yeomanry or Volunteer forces, or otherwise as a volunteer, been absent on actual military service on behalf of the Crown whether beyond the seas or not." By section 3, "this Act shall apply only to absence during the continuance of the present war in South Africa." Counsel for the appellant submitted that although the decision appealed from might, having regard to the words of section 3, be strictly correct, yet for the court to take that narrow view would be to give a construction to the statute that would defeat the very object for which the statute was passed, and he invited the court to construe the words "during the continuance of the war" as including all warlike operations and necessary movement of troops. Further, even if the Act of 1900 only excused the absence of the appellant up to the declaration of peace, his absence during the remaining period after the 15th of July was covered by the provisions of the Electoral Disabilities Removal Act, 1891, s. 2, which enacted that "a person shall not be disqualified from being registered . . . by reason only that during part of the qualifying period, not exceeding four months during any one term, he has in the performance of any duty . . . been absent from his dwelling-house or lodgings." No one appeared for the respondent.

Lord ALVERSTONE, C.J., said the court differed on the grounds upon which this appeal should be allowed, but they were agreed that the revising barrister ought to have allowed the claim. For himself he was content to base his judgment on the construction to be put on sections 1 and 3 of the Act of 1900, and to hold that "during" the war referred less to the continuance of the war than to the services rendered necessary by the war. In any case the Act of 1891 got over the difficulty, if the not strictly grammatical construction he placed on the Act was too wide.

WILLS, J., felt great difficulty in construing the words of the Act of 1900 as liberally as they had been construed, but even on the narrowest construction the claimant was excused absence up to June, and the remaining few weeks were covered by the Act of 1891, so that whichever construction was placed on the earlier Act it seemed to him that the appeal must succeed.

CHANNELL, J., said that as the question could never arise again under the Act of 1900, it was unnecessary to consider what was a reasonable construction to be placed on the words "during the continuance of the present war." This was the more unnecessary because the Act of 1891 seemed to him to cover the appellant's case. The appeal was accordingly allowed, but no order made for costs.—COUNSEL, *Daly*. SOLICITORS, *Horton, Briscoe, & Berkley*.

[Reported by *ESKINE REID*, Esq., Barrister-at-Law.]

### Solicitors' Cases.

#### MACGUARE v. MILLIGAN. Swinfen Eady, J. 13th Nov.

CHARGE FOR NOTICES OF APPLICATIONS ON FURTHER DIRECTIONS AFTER ORDER FOR DIRECTIONS MADE.

This was a summons to review the taxation of a bill of costs, and raised an important question as to what was the proper charge to be allowed for notices of applications on further directions after an order for directions has been made in the action. Before the practice arose of summonses for directions, the charges for ordinary summonses were: Preparing and attending to issue, 3s.; paid, 3s.; copy for chambers, 2s.; copy and service on the other side, 3s. 6d. Since it has been the practice to issue in every action a summons for directions and for all subsequent applications to be made by a notice, instead of a summons, and in place of the allowances formerly made for the summons, the taxing-masters now allow: Preparing and attending to issue, 1s. 6d.; copy and service, 2s. 6d.; copy for chambers, 1s. In the present case the latter sums had been allowed by the master for notices, and it was contended on behalf of the plaintiffs that the former amounts ought to have been allowed as in the case of a summons.

SWINFEN EADY, J., in giving judgment, said that in substance the question raised by the summons was whether an allowance of 5s. each for notices after a summons for directions had been taken out was a reasonable and proper allowance. There was nothing special in the particular case, and the matter was one which must be determined on general principles. The present summons was taken out with a view of ascertaining what was the practice to be adopted in future cases. In accordance with the usual practice, a summons for directions was taken out, and then followed notices as to matters incidental—viz., for discovery of documents and a notice to stay the action on the terms of a compromise. The point taken by counsel was that a notice following a summons for directions was not provided for by Appendix N to the Rules of the Supreme Court, 1883, and, therefore, that the old practice ought to be applied. Item 51 in Appendix N is "For preparing any necessary or proper notice, not otherwise provided for, or any demand pursuant to ord. 7, rr. 1 and 2, 1s. 6d." His lordship was unable to appreciate why the notice in question did not fall with that item. It was true that notices under summonses for directions were not in force when the scale in Appendix N was prepared, but the item applied to all notices not otherwise provided for. The 5s. fixed by the master was a fair and reasonable sum for the work in the present case. In some cases it might be high; in others it might be insufficient; but, if the notice were a special one, the master, under item 52, might make a special allowance. Under ord. 65, r. 38, the master in taxing costs had a very wide discretion. In the generality of cases the sum of 5s. was a fair and reasonable sum to allow for notices. The summons, therefore, failed and would be dismissed with costs.—COUNSEL, *Northwick*; *Roll*.—Times.



Solicitor Ordered to be Struck Off the Rolls.

Nov. 6.—FRANCIS HUGH DE MORTIMER MACKINTOSH, of 59, Chancery-lane, London.

Solicitor Ordered to be Suspended.

Nov. 6.—HARRY MORACE PRALL (88, High-street, Sandgate, Kent), suspended for two years.

Law Societies.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 12th inst., Mr. Grantham R. Dodd in the chair, the other directors present being Messrs. Walter Dawson, Hamilton Fulton (Salisbury), W. H. Gray, J. Roger B. Gregory, H. E. Gribble, Richard Pennington, J. P., W. A. Sharpe, B. S. Taylor, Maurice A. Tweedie, and J. T. Scott (secretary). A sum of £650 was distributed in grants of relief, nineteen new members were admitted to the association, and other general business was transacted.

United Law Society.

Nov. 10.—Mr. J. F. W. Galbraith presided.—Members present were Messrs. W. S. Clayton Greene, H. S. Bishop, C. A. Thompson, C. Hopkinson, J. H. Sturges, N. Tebbutt, W. J. Boycott, C. Kains Jackson, W. Lee Nash, J. W. Weigall, T. Ottaway, and J. Wylie; and visitor Mr. E. D. Wetton. Mr. C. G. Moran, Mr. C. St. J. Nicholson, and Mr. J. Young were elected members. Mr. W. J. Boycott moved "That measures should be taken for the exclusion of pauper aliens from this country." Mr. C. K. Jackson opposed. The speakers were Messrs. E. D. Wetton, C. A. Hopkinson, J. H. Sturges, W. S. Clayton Greene, and N. Tebbutt. The motion was carried.

Law Association.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 6th of November, 1902, Mr. Arthur Toovey in the chair. The other directors present were: Mr. Daw, Mr. Foss, Mr. Nisbet, Mr. Peacock, Mr. Ram, and Mr. Vallance. A sum of £30 was voted in relief of a solicitor's daughter, and other general business transacted.

The Hardwicke Society.

The annual general meeting of the members of this society was held on the 7th inst., in the Inner Temple Lecture Hall. Mr. J. F. Galbraith, the president, was in the chair, and there was a full attendance. In their annual report the committee congratulate the society upon its continued prosperity, and point out that during the past session twenty-five meetings were held at which debates took place, it being found possible to continue the meetings until the 17th of June with satisfactory results. The attendance was good throughout, the average being thirty-three, and the largest attendance on any evening fifty-four. The debates had ranged over a wide area of subjects, and in all cases the discussion were interesting and animated. The debating power had been well maintained. The society had been strengthened by the election of 108 new members during the session. In conclusion, the committee emphasized the importance of new members being obtained, inasmuch as life subscriptions were practically the society's sole source of income. Moreover, its prestige could only be maintained by new members regularly taking part in the debates to replace older members who, from various causes, from time to time retired from active participation in the proceedings. The balance-sheet shows a small surplus, while the assets are £136, with no liabilities.

On the motion of the hon. treasurer, Mr. P. Morie, the committee's report and statement of accounts were unanimously adopted.

A ballot was then taken for president for the ensuing year, the candidates being Mr. F. H. Corbet (vice-president) and Mr. Stanley Latham. Mr. Corbet was elected by a majority of eighteen votes. Mr. Galbraith then vacated the chair, which was taken by the new president.

On the motion of Mr. Walsh, seconded by Mr. Matthews, a cordial vote of thanks was passed to the retiring president for his services to the society during his term of office.

Mr. Morie was elected vice-president, Mr. W. Valentine Ball and Mr. J. F. Carr secretaries, while Mr. Stanley Latham, Mr. H. Guttridge, Mr. S. Merlin, and Mr. W. Higgins were chosen to serve on the committee.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 11.—Chairman, Mr. Robert D. Gordon.—The subject for debate was: "That this house regrets that Lord Kitchener has not been appointed to some position in the War Office." Mr. Alfred Dods opened in the affirmative. Mr. H. G.

Barrett opened in the negative. The following members also spoke: Messrs. Adams, Harnett, Fales, Hugh Rendell, Davis, Clarke, Hastings, Rhodes, Fettes, John Rendell. The motion was carried by two votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Nov. 11.—The vice-president of the society, Mr. W. H. Whitelock, delivered a lecture entitled "High Court Procedure." The meeting drew a record attendance of members, who listened attentively to a practical and exhaustive exposition of the subject. A hearty vote of thanks to the lecturer brought the meeting to a close.

The Lord Chancellor and Land Registration.

MR. J. E. GRAY HILL, vice-president of the Incorporated Law Society, has addressed a letter to the *Times*, in which he says: I am desired by the Council of this society to say that their attention has been called to the review by the Lord Chancellor, published in the *Times* of the 24th ult. of articles in the forthcoming sixth of the new volumes of the "Encyclopædia Britannica." In this review, with reference to "Land Registration," the Lord Chancellor says: "The history given by Mr. Brickdale is interesting as disclosing how the efforts of Parliament and a consensus of the most eminent lawyers for generations have been rendered nugatory by the efforts of a comparatively small class to preserve an endless source of profitable employment for themselves," and again the Lord Chancellor says: "How successfully Parliament itself has been baffled appears by the tardy success of the last effort to overcome the interested opposition of those to whom the old system is so valuable."

These remarks, which are unsupported by anything in the articles under review, undoubtedly reflect seriously on the whole body of solicitors, and on the Council as representing them, and the Council deeply regret that the Lord Chancellor should have deemed it right to publish a charge which is unjust and unfounded. The Council emphatically deny that there is any ground for the imputation of interested motives in the attitude which they and solicitors generally have adopted with reference to the system of registration of titles, and they are prepared to show that so far from that system being contrary to the pecuniary interests of solicitors, its operation has in the majority of cases tended not to diminish but to increase their remuneration. The Council maintain that the system, instead of facilitating, impedes transactions in land, and, instead of lessening expense, adds to it.

When the Bill of 1897 was in Parliament it was generally understood that the system was for a definite period to be tried in a limited area, and that after such trial the effect of its operation was to be ascertained for future guidance. The experiment having thus been tried, the Council have repeatedly urged that an impartial inquiry should be instituted and evidence taken, but the Government, sheltered by the reports of officials "to whom the new system is so valuable," will not venture to face the result of such an investigation, and seem bent on the establishment of a huge system of officialism, with its incident of enormous patronage, to the disadvantage and at the cost of the owners of land.

Legal News.

Appointments.

Colonel W. T. MAKINS, barrister-at-law, has been created a Baronet. He was called to the bar in 1863.

MR. JOHN HOLLAMS, solicitor, has received the honour of Knighthood. Mr. Hollams was admitted in 1844.

MR. WILLIAM JOHN CRUMP, solicitor, has received the honour of Knighthood. Mr. Crump was admitted in 1876.

MR. EDWIN HUGHES, solicitor, of Woolwich, has received the honour of Knighthood. Mr. Hughes was admitted in 1860.

MR. CHARLES JOHN FOLLETT, C.B., solicitor to the Commissioners of Customs, has received the honour of Knighthood.

MR. WILLIAM MEIGH GOODMAN, Chief Justice of the Supreme Court of the Colony of Hong Kong, and Mr. HENRY ALLVINE BOVELL, Chief Justice of British Guiana, have received the honour of Knighthood.

MR. ARTHUR T. THRING, barrister-at-law, has been made a Companion of the Order of the Bath. Mr. Thring was called to the bar in 1857.

MR. W. A. IDERWICK, barrister-at-law, has been appointed District Probate Registrar at Norwich in succession to the late Mr. Harman.

Changes in Partnerships.

Dissolutions.

WILLIAM ELEY and JOHN NIGHTINGALE WINCH, solicitors (Eley & Winch), 93 and 94, Chancery-lane, London. June 1. Such business will be carried on in future by the said William Eley.

ALBERT THOMAS MILLS and THOMAS ASHBY NEEDHAM, solicitors (Mills & Needham), Manchester. Nov. 1. The said Thomas Ashby Needham will continue the business in his own name at the same address.

[Gazette, Nov. 11.]

Nov. 18.—Messrs. DAYTON BURNETT & Co., the Mart, at 2: Reversion, lady aged 62, £1,702 North-Eastern Railway Consols; Contingent Reversion to a legacy of £5,000 in the event of the testator's death, born Nov. 17, 1838; dying under 91 years of age. Solicitors, Charles Mylne Barker, Esq., London.—KENNINGTON.—A Modern Town Residence, known as 45, Elm Park-garden; vacant possession. Solicitor, Charles Mylne Barker, Esq., London.—City of London: The important Block of Shop and Office Property, known as Camomile-street Chambers, Bishopsgate-street, producing, when all let, £5,499 10s. per annum. Solicitor, Messrs. James, Mellor, & Coleman, London.—City of London (on the borders of): Freehold and Leasehold Business Premises, known as Nos. 21 to 33 (odd numbers) Great Eastern-street, and Nos. 40 and 41, Holwell-lane, let on repairs: Leasehold, £2,317 per annum. See advertisements, Nov. 1, p. 17.

Nov. 18.—Messrs. J. B. HALL, Esq., FARMER, & BRIDGewater, at the Mart, at 2:—Highgate: The Freehold detached Family Residence, known as Park Villa, Hampstead-lane, in the highest part of this favourite district, close to the tramway route and Highgate and Gospel Oak Railway Stations. Solicitors, Messrs. Peachey & Son, London.—Balham and Clapham: A Freehold Ground-rent of £95 per annum, secured upon Nos. 17, 19, 21, 23, and 25, Balham-hill. A valuable Freehold Estate, comprising Nos. 30 (Freeston St. Mary), 31 (The Hollies), 33 (Gorton Lodge), and 33, North-side, Clapham Common; at rents of £110, £101, £70, and £57 per annum. Solicitors, George Thatcher, Esq., London.—Willesden Green (near the Railway Station, in separate lots, Freeholds: Longcroft, Willesden-lane, a Detached House, with large garden and stabling, let at £95 per annum; Mapes-hill House, Willesden-lane, a Detached Family Residence, let at a ground-rent of £31 per annum, with reversion to rack-rental of about £140 in 1947. Solicitors, Messrs. Phillips, Cummings, & Mason, London. (See advertisements, Nov. 1, p. 17.)

Nov. 19.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2:—Valuable Freehold Ground-rents, amounting to £489 ss. 4d. per annum, arising out of 244 Shops and Private Houses, with the reversion to rack-rent, estimated at £9,353 per annum, will fall into possession in 1940 in Four Lots. Solicitor, J. P. Court, Esq., Liverpool.—Stratford, Leyton, Hamme-smith, Kilburn, Canning Town, and Earlfield: Freehold Ground-rents, amounting to £294 18s. per annum, arising out of 183 Houses and Shops. Solicitors, Messrs. F. J. Tarr & Sons, Bristol.—Loughborough Junction and Putney: Long Leasehold Investments in well-letting House Property, producing £360 11s. per annum, in Lots. Solicitors, Messrs. F. J. Tarr & Sons, Bristol.

Nov. 20.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2:—

**REVERSIONARY LIFE INTERESTS:**  
Of a gentleman aged 28, in One-third of £255 per annum. Solicitor, O. W. Longford, London.

Of a gentleman aged 26, in a Moiety of a Trust Estate, producing £1,623 per annum. Solicitors, Messrs. Smith & Co., London.

**REVERSIONS:**  
To One-sixth of a Trust Estate, Railway Stocks, &c., value £12,808; lady aged 78. Solicitors, Messrs. Lyne & Holman, London.  
To One-third of a Trust Estate, Waterworks Stock, &c., value £3,900; lady aged 69. Solicitors, Messrs. Tippetts, London.  
To One-fourth of £11,111 10s. per Cent. Consols; lady aged 43. Solicitors, Messrs. Adams & Adams, London.  
To One-seventh of £2,746 14s. 11d. New Zealand 3 per Cent. Stock; lady aged 84, provided a gentleman aged 23 survive her. Solicitor, Alfred I. Piddock, Esq., London.  
To One-third of Trust Fund, Railway Stocks, value £39,704; lives 59, 70, and 61. Solicitors, Messrs. S. Hattle, London.  
To Two-fifths of £2,050 on Mortgage; lady aged 68. Solicitors, Messrs. Parkes & Browne, London.  
To One-tenth of a Trust Fund, value £29,750 in Corporation Stock; lady aged 67. Solicitors, Messrs. Gould & Bwayne, Glastonbury.  
To One-third of £7,737 India 8½ per Cent. Stock; lady aged 70. Solicitors, Messrs. Barlow & Barlow, London.



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**LIFE INTEREST** of a lady aged 46 in Freehold Property, producing £35 per annum; also the **REVERSIONARY LIFE INTEREST** of same lady in £2,850, together with the Reversion to One-third of the Property and Fund. Solicitors, Messrs. Parkes & Browne, London.

**POLICIES** for £3,000, £2,000, £2,000, £1,000, £1,000, £900, £500, £500 Solicitors, Messrs. Mount, Lynch, & Peto, Messrs. King, Wigg, & Co. Messrs. Ingle, Homan, & Sons, Messrs. Simpson, Palmer, & Winder, Alfred I. Piddock, Esq., London; and Sept. Blake, Esq., Newport, I. of W.

(See advertisements, this week, back page.)

Nov. 20.—Messrs. FARRINGTON, ELLIS, EMBERTON, BREACH, GALSORTHY, & Co. at the Mart, at 2:—Camden Town, N.W. (at the junction of the High-street and Kentish Town-road, immediately adjoining the site of the authorized station of the Charing Cross, Euston, and Hampstead Railway): Valuable Freehold Ground-rents, and small part rack-rents, together amounting to £500 per annum; total estimated rental in reversion £1,285. Solicitors, Messrs. Sheard & Beach. (See advertisements, Nov. 1, p. 17.)

**FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jububes"** always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

## Winding-up Notices.

London Gazette.—FRIDAY, NOV. 7.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**ALFRED & SON, LIMITED**—Peta for winding up, presented Nov 4, directed to be heard Nov 15 Woodbridge & Sons, 5, Serjeants' Inn, Fleet st, solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 17.

**ASHFORD MAJOR ESTATE AND GOLF CLUB CO., LIMITED**—Creditors are required, on or before Dec 15, to send their names and addresses to William Arthur Smith, 178, Wool Exchange, Rawlins, 52, Queen Victoria st, solor to liquidator.

**BIRACOS CO., LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Dec 5, to send their names and addresses, and the particulars of their debts or claims, to John Walter Richardson, Birkenhead, nr Chorley.

**BLANCKTON SLATE QUARRY CO., LIMITED**—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Westworth Hyde Price, 21, High st, Cardiff. Morgan & Co., solors for liquidator.

**CHINO CAFE CO., LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before Dec 4, to send their names and addresses, and particulars of their debts or claims, to Henry Lee, care of O. H. Wade & Co, Cross st, Manchester.

**NEW IMPERIAL ELECTRIC LAMP CO., LIMITED**—Peta for winding up, presented Nov 6, directed to be heard Nov 18. Reddiss & Higgs, Minding in, solors for petors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 18.

**ONE-HAND CORK PULLER CO., LIMITED**—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to James E. Holt & Cook at Evans & Co, Liverpool, solors to liquidator.

**OFFICE SYNDICATE, LIMITED**—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Burton, Norfolk House, Laurence Pountney hill Ward, 5, Verulam bldgs, Gray's inn, solor for liquidator.

**WIGAN PUBLIC HALL ASSOCIATION, LIMITED**—Creditors are required, on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Frederick Foy Smith, 40, King st, Wigan.

London Gazette.—TUESDAY, NOV. 11.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

**FINANCIAL MINES AND INDUSTRIES ASSOCIATION, LIMITED**—Peta for winding up, presented Nov 6, directed to be heard Nov 25. Churchill, Essex st, Strand, solor for petors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 24.

**H. & E. WHOLEY, LIMITED**—Peta for winding up, presented Nov 6, directed to be heard at Huddersfield Nov 28. Mills & Co, Station st, bldgs, Huddersfield, solors for petors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 27.

**LONDON AND VANCOUVER FINANCIAL AND DEVELOPMENT CO., LIMITED**—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Charles Frederick Burton, Norfolk House, Laurence Pountney hill Ward, 5, Verulam bldgs, Gray's inn, solor for liquidator.

**MAGNOL, LIMITED**—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to John William Barratt, 15 and 16, Waterloo st, Birmingham. Midge & Ellison, solors to liquidator.

**MINERALS REDUCTION, LIMITED**—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Whinfield Aston Key, 2, Metal Exchange bldgs, Leadenhall av.

**M. J. POWELL & CO., LIMITED**—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to Arthur H. Radcliff, 28, St Swithun's in.

**SHEPHERD COAL CO., LIMITED (IN LIQUIDATION)**—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Robert Gair, Cathedral bldgs, Dean st, Newcastle upon Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors to liquidator.

**TELESCOPIC SYNDICATE, LIMITED**—Peta for winding up, presented Nov 7, directed to be heard on Nov 26. Rogers & Co, 13 Victoria st, Westminster, solors for petors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 24.

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 4.

**LARATT, THOMAS** Ill'cy York, Merchant Dec 1 Herts v Laratt, Kekewich, J Gordon, 1, Chancery, Bradford.

**HOWELLS, JOHN**, Garnant, Betts, Cammarten, Builder Dec 5 Howells v Howells, Swinfen Eady, J Davies, Llandilo.

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, OCT. 24.

**ARNOLD, JULIA**, Leamington Nov 30 Wright & Co, Leamington

**BALLINGER, EDWIN**, Whitechurch, Hereford, Innkeeper Nov 24 Powles & Vizard, Monmouth.

**BALLINGER, SUSANNAH** Maddocks, Symonds Yat, Whitechurch, Hereford Nov 24 Powles & Vizard, Monmouth.

**BARKER, MARY ANN** York Nov 22 Kay, York.

**BARNOW, WILLIAM HENRY** Holloway Nov 21 Elizabeth Barrow, Brighton.

**BARTLEY, FREDERICK** Bolton, Surrey Dec 23 Waller & Co, Oldham st.

**BEADWELL, MATILDA**, Laxton, Oxford Nov 24 Hordley, Bayswater, Radnor.

**BOOTH, THOMAS** Darfield, nr Barnsley, Farmer Nov 25 Newman & Son, Barnsley.

**BOISE, ANNE FRANCES**, Wimborne, Dorset Nov 20 Rawlins & Rawlins, Wimborne.

**BROMLEY, CHARLES**, Gole, Yorks, Wine Merchant Dec 1 England & Son, Gole.

**BROOKS, ELIZABETH**, Twickenham Nov 21 Campbell & Garrard, Worcester.

**BROWN, GEORGE**, Morley, Yorks, Farmer Nov 25 Schofield & Co, Batley.

**CACKETT, EDWARD WILLIAM**, Milton next Gravesend, Greenrover Nov 24 Homewood, Old Jewry chambers.

**CAPPEL, BERTIE** Avenue d'Jena, Paris Dec 6 Ince & Co, Finchurch st.

**CHIFFENDALE, MARY**, Westbourne pk Nov 23 Hewitt & Chapman, Nicholas lane, Lombard st.

**CHIFFERTON, GEORGINA FRANCES** HARRITT, Bournemouth Dec 1 Trevanion & Co, Bournemouth.

**DAVIES, THOMAS**, Liverpool, Seedman Dec 1 Style & Co, Liverpool.

**DAVIES, THOMAS**, St Crosby, Butcher Nov 24 Cole, Liverpool.

**DAVIES, ELLEN**, St Crosby Nov 24 Cole, Liverpool.

**DAVY, JOSEPH**, Badminton, Glos, Hotel Keeper Dec 24 Rooke & Macdonald, Bath.

**DOWKIN, JOHN JAMES**, Tunbridge Wells Dec 1 Fearless & Beeking, Tunbridge Wells.

**GILFILLAN, ARCHIBALD** MACALPINE, Woodberry Down Dec 5 Slaughter & May, Austin Friars.

**GOODMAN, ROSINA**, Stourport Dec 1 Pearson & Co, Wallall.

**GOTT, JOHN**, Rawdon, St Leeds Dec 6 Sharpe, Bradford.

**GROVER, PERCIVAL** CHARLES, Knightsbridge Nov 30 Leighton & Savory, Clement's inn, Strand.

**HODDING, ELLEN** Amy, Ansley Nov 22 Futvoys & Co, John st, Bedford row.

**HOWARTH, BETTY**, Middleton, N.Y. 27 Ascroft & Maw, Oldham.

**HUGHES MARGARET** CHARLOTTE, Torquay Dec 6 Hamlyn, Torquay.

**JOHNSON, GEORGE** CHAPMAN, Ferry hill, Durham Dec 9 Stobo & Livingston, Newcastle upon Tyne.

**JOLLIFFE, HANNAH**, Clapton Dec 3 Blake & Co, Portsmouth.

**LAWTON, WILLIAM**, Glossop, Derby Dec 1 Moran, Glossop.

**LAWTON, HANNAH**, Glossop, Derby Dec 1 Moran, Glossop.

**LOVE, JAMES**, Richard, Bethnal Green Nov 23 Edwin & Co, Trinity st, Southwark.

**LOVE, JAMES**, Richard, Bethnal Green Nov 23 Edwin & Co, Trinity st, Southwark.

**NEVILLE, HANNAH**, Bloxham, Oxford Nov 6 Bliss & Fisher.

**PITT, EDWARD** JEFFRIES, Stonehouse, Glos, Butcher Nov 30 Norris, Stroud.

**POLKINGHORNE, JAMES**, Chiswick Dec 10 Woolley, Clement's inn, Strand.

**PORTER, ALFRED**, Royston, Herts, Stationer Nov 24 Barnard, Westminster Bridge rd.

**PRICE, JESSIE**, Beckenham Nov 27 Gasquet & Metcalfe, St Tower st.

**ROBERTS, THOMAS**, Hfracombe Nov 25 Davis & Son, Buckingham st, Strand.

**ROULMAN, JULES**, Hercules passage, Clerk Nov 24 Grunbaum, 21 pi.

**SEALY, ANNE**, Bath Nov 25 Hartcup & Co, Sarney st, Strand.

**SODDY, JOHN**, Urmston, Lancs Nov 21 Rowland Manchester.

**STUBBS, MARY**, Jarrow Dec 5 Stobo & Livingston Newcastle upon Tyne.

**TAYLOR BEN**, Leeds Brass Moulder Nov 17 Tempest, Leeds.

**TAYLOR, WILLIAM**, King's Heath, King's Norton, Worcester Dec 1 Wood & Co, Birmingham.

**THOMPSON SUSANNA**, Leeds Nov 25 Parkin & Co, Doncaster.

**TIBBETS, JOHN** BOLLAKE, Barton Seagrave, Northampton Nov 25 Lamb & Stringer, Kettering.

**TWIDALE, JOHN**, East Markham, Notts, Auctioneer Nov 8 Besocky & Williamson, East Retford, Fotts.

**WEAR, THOMAS**, Whittingham, Northumberland, Farmer Dec 2 Douglas, Alnwick.

**WEBSTER, DAVID** TINDAL, Kingsland rd Nov 12 Romain, Bishopgate Without.

**WESTON, GEORGE**, Melkham, Wilts Nov 5 Weston, Brimscombe, Glos.

**WOOD, JOSEPH EDWIN**, Birmingham, Eye Manufacturer Nov 25 Frith, Birmingham.

**WOODFORD, ANNA MARIA**, Charlton, Kent Nov 25 Schofield & Co, Batley.

**WYCHERLEY, ELLEN**, Hadley, Salop Nov 21 Dean, Wellington, Salop.

London Gazette.—TUESDAY, OCT. 25.

**ASTON, EDWARD**, Birmingham, Builder Dec 10 Stappa Birmingham.

**BOWDICE, ELIZABETH** BUCKNOLD, Axminster, Devon Dec 1 Forward & Sons, Axminster.

**JOYCE, MARY**, Northwich Nov 20 Blyth, Northwich.

**BROWNIE, HENRY**, Rugby, Draper Nov 10 Fuller & Son, Rugby.

**CONNEMARA, The Right Hon Sir ROBERT** BOURKE, Baron, PC, GCIE, Grosvener at Dec 6 Kennedy & Co, Clement's inn, Strand.

**COPESTICK, FRANCIS DAVID** REES, Friars Park Dec 1 Warrington & Co, Budge row.

**DANES, THOMAS**, Stourbridge Dec 1 Hooper & Fairbairn, Dudley.

**FIELD, FRANK** WILSON, thelmanthorpe, nr Huddersfield, Manufacturer Nov 17 Revell & Revel, Huddersfield.

**FRANK, FELIX** ELLEN, Powick, Worcester Dec 8 Jeffery, Worcester.

**GARNETT, RICHARD**, Birkhead, Team Owner Nov 29 Laid & Co, Birkenhead.

**GIRLING, WILLIAM** WALTERS, Fulham Nov 29 Mitchell & Wallman, Finchurch st.

**GRAMER, JOSEPH** HERMAN, Egmont, Chester, Licensed Victualler Dec 1 Pennington & Higson, Liverpool.

**GRIMMETT, ANN**, New Cross Dec 1 Wells, St Swithun's in.

**HARREL, CATHERINE**, Watford, Herts Nov 25 Phelps & Wallace, Gresham st.

**HOWARTH, SUMNER**, Cheltenham Nov 29 Trower & Co, New sq, Lincoln's inn.

**HUTCHINGS, EDWARD**, Liverpool Dec 1 Toulmin & Co, Liverpool.

**KENT, JAMES**, Stoddard Dec 3 Rodgers & Co, Sheffield.

**LONGMORE, the CHARLES** MATTHEW, Gaspar, Southampton Dec 31 Sworder & Longmore, Hertford.

**MARQUIS, CHARLOTTE ELLEN**, Alverthorpe Nov 29 Martin & Nicholson, Queens st.

**MEIKLE, JOHN**, Liverpool, Licensed Victualler Nov 28 Sefton, Liverpool.

**MILLER, HENRY** MATTHEW, Sevenoaks Nov 28 Kicker & Co, Sevenoaks.

**MYERS, HENRY** ARNOLD FREDERICK, Southport, Cook Nov 25 Warder & Ashington, Southport.

**PLANT, EDWARD** CARTER, Bristol Nov 23 Sinnott & Son, Bristol.

**POTTS, JOHN** CUTBERT, Gateshead, Wine Merchant Nov 29 Bowden & Co, Newcastle upon Tyne.

**RATCLIFF, RICHARD** HENRY, Stanford Hall, Notts Dec 3 Small & Talbot, Barton on Trent.

**ROBBINS, WILLIAM** SAMUEL, Hood ls, Restaurant Keeper Nov 29 Robinson, St Marlborough st.

**ROBINSON, CATHERINE** ELIZABETH, Nottingham Nov 29 Dixon & Linnell, Manchester.

**SPENLEY, MOR** HOWARD, Bolton gds, South Kensington Dec 9 Plegg & Son, Laurence Pountney hill.

**TARANT, CHARLES** ANTHONY, Birkhead Dec 1 Batesons & Co.

**TAYLOR, THOMAS**, Yarborough, Lincoln, Cottager Dec 17 Hewson, Yarborough.

**TURNER, RICHARD**, Ilford, Labourer Dec 1 Hunt & Hunt, Ilford.

**WALLER, HARRIES** EDMOND, Bombay, India Dec 15 Turner & Co, King st, Cheapside.

**WELLS, WILLIAM**, Hattohurst, Houslow, Corn Merchant Jan 1 Peak, Clement's inn.

**WHITBREAD, THOMAS**, Poulton le Fylde, Lancs Dec 4 Gaultier, Fleetwood.

**WHITTAKER, JAMES** SYDDALL, Stockport, Commercial Clerk Dec 31 Smith & Fort, Stockport.

**WHYTER, WILLIAM** HENRY, East Retford, Notts Dec 31 Mee & Co, Retford.

**WHITTELLTON, ISABEL F**, West Kensington Dec 3 Miller & Co, Liverpool.

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**ADAMS, HENRY** WILLIAM, London rd, Southwark, Draper Nov 28 Pinfrey & Son, Paterminster row.

**BALCHMAN, ELIZABETH**, Pimlico, Licensed Victualler Nov 27 Yelling & Co, Vincent sq, Westminster.

ROSHAM, JOHN ERNEST, Birmingham Nov 30 Blakemore, Birmingham  
BROWN, MARY, Marshalls Cross, nr St Helen's, Lancs, Licensed Victualler Dec 3 Thomas  
COOPER, CAROLINE, West Ham Dec 2 Phillips & Boyle, Graham House  
COX MARIA MARGARETTA, Rhl, Fillets Nov 30 Winterbothams & Gurney, Cheltenham  
DAVIES, EDWARD, Liverpool Dec 11 Miller & Co, Liverpool  
DENNIS, HENRY, Southend on Sea Dec 13 Woodard & Co, Southend on Sea  
DIX, FRANK, Hildham, Norfolk Nov 30 Cosens Hardy & Jewson, Norwich  
DUDOWSKI, BARRETT, Spitalfields, Grocer Dec 1 Davis, Liverpool  
FATT, BROWKLOW BRASHER, Woodford Green Dec 8 Pontifex & Co, St Andrew st, Holborn circus  
FORTUNE, HARRIET SARAH, Ladbroke rd, Nottinghill Dec 5 Marshall & Fridham, Gray's Inn  
FOSTER, JOHN THOMAS, Hedon in Holderness, Yorks Nov 10 Park & Son, Bishop lane  
GRIFFITH, WILLIAM, Catford, Nov 25 Guillaume & Sons, Salisbury sq  
GROVE, ANNE MARIA, Witney, Southampton, Dec 15 Foster & Wells, Aldershot  
GUYMAN, JOHN FRANCIS, Gt Portland st, Marylebone, Blind Maker Nov 30 Venn & Woodcock, High Holborn  
HARDING, BENJAMIN THOMAS, Stoke Newington, Nov 28 Charles, Cophall av  
HEWITT, JANE, Powey, Cornwall Nov 29 Graham & Graham, Fowey  
HOPE JOSEPH, Carlisle, Wine Merchant Nov 24 Donald & Co, Carlisle  
HOPE, MARIANNE, Carlisle Nov 24 Donald & Co, Carlisle  
JAMISON, ELIZABETH Sunderland Nov 21 Nesbet, Sunderland  
JEFFREYS, FRANK, Eccles, near Manchester, Warehouseman Nov 15 Scholes, Manchester  
JONES, HUMPHRY STANLEY HERBERT, CB, Villa Mona, Bordighera, Italy Dec 14 Church & Co, Bedford row  
KETTLEWELL, MARGARET, Eastbourne Nov 10 Langham & Son, Eastbourne  
LAVERTON, FRANCIS HENRY, Southampton Nov 11 Mann & Rodway, Trowbridge  
MACADAM, JAMES, Belmont, Mill Hill Dec 15 Ince & Co, St Benet chambers, Fenchurch st  
MATTHEWS, JAMES, Kingston upon Hull, Upholsterer Dec 1 Townsend, Hull  
POTTER, MARY ANN, Scarborough Dec 16 Lucas & Padley, Sheffield  
PUNCELL, MARY ELIZABETH, Talbot rd, Paddington Jan 1 Burges & Sloan, Bristol  
NICHOLAS, WILLIAM RICHARD, Kensington, Auctioneer Dec 10 Lovell & Co, Gray's Inn sq  
NORRIS, HENRY, Uttoxeter, Staffs Nov 23 Cowlishaw, Uttoxeter  
NORRIS, MARY SMYTH Uttoxeter Nov 23 Cowlishaw, Uttoxeter  
OLIPHANT, \*ELIZABETH, Richmond, Surrey, Licensed Victualler Dec 1 Robinson, Hounslow  
PARKER, \*MILIA MATILDA, Plumstead Dec 22 Stone, Finsbury pavement  
PATTERSON JOHN, Norwich Dec 15 Fox & Co, Victoria st, Westminster  
PEYEL, EDWARD, BARBARA, DART, ASA, HARRIET BELLINGHAM PEYEL DE, Chislehurst Dec 6 Caprons & Co, Savile pl, Conduit st  
RENSHAW JOHN, East Kirby Nov 21 Thorpe, Liskeath  
RHODES, JOSEPH, Morley, Yorks, Machine Maker Dec 12 Calvert Leeds  
RICHARDSON, MARGARET, Newcastle upon Tyne Dec 15 Stobo & Livingston, Newcastle upon Tyne  
RODWELL, EMILY FRANCES, St Leonards on Sea Dec 1 Taylor & Co, Bedford row  
SEKNETT, FRANK, Moulley, Plymouth Dec 29 Gill, Devonport  
SHARP, HENRY, Baited, Sd or Nov 25 Charles, Cophall av  
SHARP, MARTHA, Barnet Nov 28 Charles, Cophall av  
SHEPHERD, MARY ANN, Plymouth Nov 21 T & H Wolferstan, Plymouth  
SMITH, MR ARCHIBALD LEVIN, Cadogan sq Dec 15 Raper & Co, Chichester  
THURBER, LIEUT COL ARTHUR EDWARD, Priors Hardwick, nr Byfield, Warwick Nov 30 Robins & Co, Lincoln's inn fields  
TILL, LUCIA HARRIET, Folkestone Nov 28 Pains & Brettell, Chertsey  
TUDENHAM ROBERT, Aylham, Norfolk, Builder Nov 20 Cosens Hardy & Jewson, Norwich  
WALKER, THOMAS, Millington, nr Altrincham, Chester Dec 15 Denby & Paterson, Manchester  
WHITTY, JONATHAN, Tarrin, Chester Nov 20 Brassey, Chester  
WILKINSON, THOMAS, Liverpool Dec 14 Weightman & Co, Liverpool  
WILLIAMS, WILLIAM, Holyhead Nov 24 Donald & Co, Carlisle  
WILSON, GEORGE OBE, Berkely st Dec 31 Chandler, New et, Lincoln's inn  
YOUNG, JOHN, Norwich Nov 30 Cosens Hardy & Jewson, Norwich

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ALCOCK, GEORGE, Thornton Heath, Licensed Victualler Dec 1 Birch & Co, Spring gardens  
BARLEY, WILLIAM, Iscrod, Flint Dec 4 Mothes, Whitechurch, Shropshire  
BEALES, HENRY, Loxington rd, Waltham Nov 30 Kingsbury & Turner, Brixton rd  
BECKETT, JAMES MARSHALL, Newstead Burdgo, nr Burton, Derby, Chemical Manufacturer Dec 13 Boote & Co, Manchester  
BENJAMIN, ALFRED DAVID, Toronto, Canada Dec 5 Fowell, Gray's Inn  
BOARDMAN JAMES, Middlesex Nov 14 Bingham & Co, Middlesex  
BOSWORTH, HARRIET, Upper Tooting Dec 1 Burges & Sloan, Bristol  
BOYD, MARIA, Lamborne, Essex Nov 30 Trotter, Epping  
CLARK, HENRY, Landport, Hants, Builder Dec 1 Parker & Co, Landport, Portsmouth  
COOPER, WILLIAM LEADHAM, Chester, Labourer Nov 30 Brassey, Chester  
CRANE, SAMUEL, ABER, Strarwey, Worcester, Farmer Dec 15 May & Co, Bowdley  
DAY, JOHN FRANCIS, Harlow, Essex Dec 13 Moyle, Lincoln's inn fields  
DAY, ROBERT NEWCOMBE, Harlow, Essex, Surgeon Dec 13 Moyle, Lincoln's inn fields  
DAY, HENRY, Harlow, Essex Dec 13 Moyle, Lincoln's inn fields  
DRICHMAN, MARTHA, Gosforth, Northumberland Dec 2 Richardson & Elder, Newcastle upon Tyne  
DOWNMAN, MARK, Levens, Westmorland, Farmer Dec 20 Milne, Kerdal  
FICKUS, WILLIAM, Tunbridge Wells Dec 16 Thomsons & Co, Cornhill  
FOWLER, ROBERT NESBITT, Orox Bentley, nr Farnham Dec 17 Flatgate & Co, Craig's ct, Charing Cross  
HARVEY, JOHN WILLIAM NICHOLAS, Ipswich Dec 2 Jossely & Foss, Ipswich  
HOLMES, WALKER West Bedford, Notte Dec 15 Burton & Briggs, Nottingham  
HOLBROOK, MORRIS, Bradford, Wool Comb Maker Dec 1 Munford & Co, Bradford  
HONEY, THOMAS GEORGE GILBERT, Plymouth, Pawnbroker Dec 15 Dobell, Plymouth  
HOWELL, HOWELL, Dec 1 Simpson & Co, Liverpool  
JONES, JOHN MATHY TYDILL, Outfitter Dec 1 Thomas, Merthyr Tydill  
KIRBY, LAVINIA, Godford Dec 6 Wood & Co, Southend on Sea  
LANTHAN, AMOS, Tattershall Bridge, Dogdyke, Lincs, Merchant Dec 20 Clitherow & Son, H. F. Rogers  
LAW, EDWARD WILLIAM BOOTHFIELD, Hoveley on Thames Dec 8 Champion, Pangbourne  
LATHAM, JOHN, Hove, Cheshire, Builder Nov 28 Bridgman & Co, Chester  
LOWENTHAL, FERDINAND ADLER, Mark in, Merchant Oct 31 Gush & Co, Finsbury cir  
LOWOOD, JOHN GEORGE, Swinton, Yorks Dec 31 Watson & Co, Sheffield  
MORRIS, ANSA, Trinity-square, Southwark, Cartage Contractor Nov 25 Hicklin & Co, Trinity sq, Southwark  
MOSS, JOHN, Brockley Dec 31 Timbrell & Deighton, King William at  
PHILLIPS, SMITH, King's rd, Clapham pk Dec 6 Piesse & Son, Old Jewry chambers  
PRICE, JAMES, Hinto Green, Peterchurch, Hereford Dec 15 Humphrys, Hereford  
SMITH JAMES, Bewdley, Worcester, Brush Manufacturer Dec 15 Mary & Son, Bewdley  
SMITH WILLIAM BAILEY, Camden rd Dec 9 Reader & Co, Moorgate at  
STAINBURY, JOHN, Wankes, Barwick, Essex, Yorks Dec 15 Grainger & Son, Leeds  
STEEPS LOUIS St Peter's rd, Mile End Dec 8 Harris, Leadenhall st  
RUD CHARLES RICHARD, Gt Yarmouth Dec 1 Diver & Preston, Gt Yarmouth  
MURIEL, WILLIAM JOHN SCOTT, 6th Dragon Guards Dec 31 Nixon, Sheffield  
TARDON, DOUGLAS BURNERS, Freshfield, Lancs Dec 1 Batesons & Co, Liverpool  
TAYLOR, EDWARD HEATHCOTE, Cheltenham Nov 30 Lindop  
THEOBALD, JOHN ROBERT, Weston super Mare, Surgeon General Nov 30 Lowin & Co, Weston's rd, Cannon st  
WALKER, ANNE JANE, Maryport, Cumberland Dec 6 Cosens, Maryport

WATTE, GEORGE WILLIAM, Priores st, Westminster, Licensed Victualler Dec 4 Westcott, Strand  
WHITING, WALTER, Hayward's Heath, Engineer Dec 16 Thomsons & Co, Cornhill  
WHITWELL, JAMES, Canevdon, Essex, Farmer Dec 6 Wood & Co, Southend on Sea  
London Gazette.—FRIDAY, NOV. 7.  
BAILEY, GEORGE, Craven ter, Lancaster Gate Dec 4 Oddly, Lombard st  
BARD, JOHN, Southend on Sea, Builder Dec 9 B & F Tolhurst & Cox, Southend on Sea  
BARNARD, CHARLES, Little Coggeshall, Essex Dec 6 Cunningham & Co, Braintree, Essex  
BRARD, CHARLES BRADSHAW, Linton, Derby Dec 18 Smith & Co, Ashby de la Zouch  
BELL, MICHAEL, Bradford Dec 18 Ellis & Sutcliffs, Bradford  
BEST, CHARLES, Guildford Jan 1 Hunter & Haynes, New sq, Lincoln's inn  
BOYES, GEORGE, Bolland Hall, North Bedford, Notte Dec 31 Jones & Wells, East Bedford  
BROTHERHOOD, PETER, Lambeth, Mechanical Engineer Dec 21 Cops & Co, Gt George st, Westminster  
CARR, JOHN, Bentham, Yorks Nov 27 Thompson & Co, Bentham  
CHARRER, SUSAN, Eye, Suffolk Nov 26 Lawton & Co, Eye  
DAUBREY, WILLIAM Bath Dec 16 Wilson, Bath  
DENNIS, ARNEY, Hatfield Broad Oak, Essex Dec 18 Baker & Thornycroft, Bishop's Stortford  
ELWIN, ELIZABETH, Darlington Dec 13 Lucas & Co, Darlington  
FOWLER, SIR THOMAS, Corham, Wilts Dec 31 Fox & Preco, Dean's yd, Westminster  
GOSSEL, CARLO OMORON, Gortard st, Scho, Wine Merchant Dec 17 Oddly, Lombard st  
HAIGH JOHN, Dewsbury, Colliery Proprietor Dec 22 Watts & Son, Dewsbury  
HEUVEL, THEODORE THEOPHILE VANDEN, Scherbeck, Belgium Dec 3 James, Quality ct, Chancery in  
HICK, JOHN, Scragglethorpe, York, Farmer Dec 20 Estill, Maiton  
JOHNSON, SARAH ELIZABETH, Staines Dec 31 Eland & Co, Trafalgar sq  
KENNELL, DANIEL BURTON, Walton, nr Wakefield Nov 22 Dikons & Horne, Wakefield  
KIRBY, HENRY JOHN, Exeter Dec 15 Jerman & Thomas, Exeter  
KIRK, CHARLES, Dorrington, Lancs Jan 1 Millington & Simpson, Sleaford  
LEACH, JOHN, Leeds, Monumental Mason Jan 1 Middleton & Sons, Leeds  
LEEKE, MARIA CAROLINE, Basingstoke Dec 31 Rooke & Sons, Lincoln's inn fields  
LLOYD EDWARD THOMAS, Burdett row, Bow Dec 20 Ley & Co, Carey at, Lincoln's inn  
LUCAS, ELIZABETH MARY ANN, Bexley, Kent Dec 9 Mason & Co, Lincoln's inn fields  
MACNAB, JOHN CHARLES, Newcastle upon Tyne, Wine Merchant Dec 6 Turner, Newcastle upon Tyne  
MALCOLMSON, CAPT JOHN GRANT, VJ, MYO, Bramham gins, South Kensington Dec 10 Clarke & Co, Grosvenor Place, Old Broad st  
MELLORE, ELIZABETH, Rotham, York Dec 22 Oxley & Coward, Rotherham  
MIDDLETON, HON ROBERT THOMAS CHARLES, Caracas, Venezuela Feb 3 Plumkett & Leader, St Paul's churchyard  
MOORE, SAMUEL, Oldham, Greengrocer Dec 1 Booth & Sons, Oldham  
OWEN, WILLIAM DENT CLIFF, New Sleaford, Lincs, Draper Dec 1 Millington & Simpson, Sleaford  
PUNNETT, DAVID, Holmwood, nr Dorking Dec 20 Turner, Basinghall av, Basinghall st  
RAWLINGS, CHARLES JOSEPH, Hove Dec 8 Eisdell & Thompson, Jermynt st, St James's  
RICHARDSON, AUGUSTA ANN HOLMES, Kenilworth Town Dec 16 Vandermore & Co, Bush in  
SCOTT, HARRIET, Wakefield Dec 31 Palethorpe & Thorpe, Leeds  
SEABROOK, JOHN, Romford Dec 28 Baddeley & Co, Leadenhall st  
STUCKEY, VINCENT, Langport, Somerset Dec 20 Poole, South Peterboro, Somerset  
SWIFT JOHN HENRY, Monkwell st, Manufacturer's Agent Dec 10 Westcott, Strand  
TAPP, CHARLES JAMES, Bromley Jan 4 Edwards & Cohen, Coleman at  
TAYLOR EDWARD HEATHCOTE, Cheltenham Nov 30 Lindop, Torquay  
THEOBALD, JOHN, Bradford, Plasterer Dec 4 Banks & Co, Bradford  
TILL, REV JOHN SPENCER, Suffolk Nov 25 Wright & Weadhead, Stafford  
TILL, JOHN WESTERN, Lancaster Dec 30 Todd, Lancaster  
VARIGAS, JOHN, Talbot rd, Baywater Dec 31 Leggatt & Co, Raymond's bldg, Gray's Inn  
WALSHAM ALFRED HENRY, Minsing in, Sugar Broker Dec 28 Carter & Bell, Idol in, Eastcheap  
WILSON, THOMAS, Medlar with Weham, nr Kirkham, Lancs, Licensed Victualler Dec 1 Gaultier, Kirkham  
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BARRETT, JOHN, Soyland, Halifax Nov 29 Hoyle, Sowerby Bridge  
BASSETT EDWARD, Tunbridge Wells Dec 18 Andrew & Cheas, Tunbridge Wells  
BRACEWELL, CHARLES, Bishop, Lancs, Drapery Jan 7 Baldwin & Co, Clitheroe  
BURNER, WILLIAM FOWSEY, Wills, Farmer Dec 15 Dixon, Pewsey  
BURRO, ANDREW FREDERICK, Burkdale, Lancs Dec 20 Whitot & Co, Southport  
CADDWELL, AURELIA, Hopton, Suffolk Dec 23 Fowell & Son, Hopton  
CHERRHAM, MICHAEL, Moston, Manchester, Commercial Traveller Dec 23 Dixon & Llanell, Manchester  
CLARK, MARGARET, Barkway, Herts Dec 8 Wortham & Co, Royston  
COLCHESTER, CHARLES EDWARD, Ventnor I of W Dec 9 Drake & Co, Road in  
COLLISON, WILLIAM, Bedford row Dec 31 Greene & Underhill, Bedford row  
DAVIES, ST ROBERT HENRY, KOSI, OIE, Chobham, Surrey Dec 10 Wing & Made, Gray's Inn sq  
DEBRY, BENJAMIN HEATH, Torquay Dec 16 Broughton & Co, Gt Marlborough at  
GILES, THOMAS, Spakhill, Worcester Dec 31 Powell & Browett, Birmingham  
HAUGS, SAMUEL, Camberwall, MD, LLB Dec 5 Jobson, Lincoln's inn fields  
HARTLEY, HANNAH SOWERBY BRIDGE, Yorks Nov 29 Hoyle, Sowerby Bridge  
HEWITT, MAJOR PERCY HUGHES, St Heliers, Jersey Dec 8 Hewitt & Chapman, Nicholas in, Lombard st  
HIGGINS, FRANCES MARY, Kernal, Manchester Dec 10 Crucesman & Rouse, Gracechurch st  
HOPPER SARAH, Kingston upon Hull, Corset Maker Jan 1 Middlemeas & Pearce, Hull  
HOUGHAM, MARY ELIZABETH, Eastbourne Dec 15 Arnold, Eastbourne  
JENNINGS, MARY, Kensington, Licensed Victualler Dec 19 Loxley & Co, Chispaide Lane  
JAMES, JAMES, Old Basford, Nottingham Dec 8 Maples & McCraith, Nottingham  
LATHAM ROY HENRY, Cambridge Dec 24 Francis & Co, Cambridge  
LEES, JAMES, Little Drayton, Salop Dec 23 Upton, Market Drayton  
MACHIN, FREDERICK Veybridge, Wholesale Confectioner Dec 9 Drake & Co, Road in  
MARRER, JOE DAPPAH, Sheffield, Bankkeeper Dec 9 Smith & Co, Sheffield  
MARSH, HENRY CHARLES FRICH, Halesbury College, Herts Dec 20 Whitfield & Harrison, Survey st, Strand  
MILLS, GEORGE LEWIS, Chorlton cum Hardy, Lancs, Commission Agent Dec 11 Holker & Co, Manchester  
MORGAN, JOHN ELIAS, Manselton, Swansea Nov 29 Davies & Smett, Swansea  
OWEN, WILLIAM, Spinkbrook, Birmingham Baker Dec 8 Chinn, Birmingham  
PATE WILLIAM Preston Nov 29 Ward, Foston  
PRAD, HENRY UPPER NEWROD Dec 5 Freshfields, Old Jewry  
RATCLIFFE, JOHN, Dove Dec 6 Warrington & Co, Budge row  
REIDWICK, WILLIAM HENRY, Grove Park, Kent Jan 1 Janson & Co, College hill, Oxford st  
SHEWELL, LIEUT ARTHUR LEWIS DOUGLAS, Udaipur, Rajpootana, India Dec 20 Crosse & Sons, Lancaster pl, Strand  
SMITH, CHARLES, Camden gds, Kentish Town rd Dec 20 Cooper & Co, Birch in  
SMITHWATER, JOHN GREAVES, Scarborough Dec 20 W & W S Drawbridge, Scarborough  
SMITH, ARTHUR GEORGE, Scarborough Dec 20 W & W S Drawbridge, Scarborough  
STOCKILL, ROBERT, Dorchester Dec 8 Farin & Co, Dorchester  
ROGERS, HENRY, Brighstone, Yorks, Cotton Spinner Dec 31 Furniss & Co, Brighstone  
VANDELIER, SARAH CHRISTIANA, East Woodhay, Hants Dec 18 Walker & Co, Treobalds rd, Gray's Inn  
WHITE, CHARLES, Kensington Dec 28 Patey, Finsbury sq  
WHITROUSE, LAURA, Mossley, Worcester Dec 31 Powell & Browett, Birmingham  
WILKINS, GEORGE THOMAS, Dover, Grocer Dec 6 Mowll & Mowll, Dover



# Bankruptcy Notices.

London Gazette.—TUESDAY, NOV. 4.

## RECEIVING ORDERS.

BALSHAW, PERCY, Preston, Lancs, Children's Outfitter  
Preston Pet Oct 31 Ord Oct 31  
BOUCHIER, MARY JANE, & ALICE BOUCHIER, St Dun-  
stan's Hill, Wine Merchants Croydon Pet Sept 18  
Ord Oct 28  
BRAND, ROBERT WILLIAM, South Lowestoft, Outfitter's  
Assistant Gt Yarmouth Pet Nov 1 Ord Nov 1  
BRIGGS, WILLIAM MARSHALL, Scarborough, Painter Scar-  
borough Pet Oct 31 Ord Oct 31  
BRYDGES, WALTER LAWTER, Norwich, Seed Merchant  
Norwich Pet Nov 1 Ord Nov 1  
CATLOW, ARTHUR BLACKPOOL, Lodging House Keeper  
Preston Pet Oct 30 Ord Oct 30  
CHAPMAN, MATTHEW, Radcliffe, Lancs Bolton Pet Oct 10  
Ord Oct 29  
CROCKER, HARRY GODDARD, Reading, Butcher Reading  
Pet Oct 29 Ord Oct 29  
CUTTERIDGE, SAMUEL, Eastbourne, Plumber Eastbourne  
Pet Oct 30 Ord Oct 30  
EADINGTON, JAMES, Highdown, Manchester, Cycle Factor  
Manchester Pet Oct 31 Ord Oct 31  
FLEETWOOD, WILLIAM, Sparkhill, Manager Birmingham  
Pet Oct 31 Ord Oct 31  
GRALL, EBERNEZER, jun, Plumpton, Sussex, Brickmaker  
Lewes Pet Nov 1 Ord Nov 1  
HAYES, EBERNEZER, Huddersfield, Worsted Manufacturer Hud-  
dersfield Pet Oct 20 Ord Oct 20  
HARRIS, HARRY, and ABRAHAM HARRIS, Highdown, Man-  
chester, Jewellers Manchester Pet Oct 30 Ord  
Oct 31  
JACOBSON, ISAAC, Mansell st, Aldgate, Woollen Merchant  
High Court Pet Oct 13 Ord Oct 31  
KITTON, SARAH ANN, Ipswich, Baker Ipswich Pet Oct 29  
Ord Oct 29  
MARSHALL, WILLIAM JOHN, Middlesbrough Middles-  
brough Pet Nov 1 Ord Nov 1  
MATTHEW, HENRY JOHN THERRADE, Honiton, Devon,  
Whitcomb's Exeter Pet Oct 22 Ord Oct 31  
MICALF, THOMAS SMARIT, Newcastle upon Tyne,  
Furniture Newcastle upon Tyne Pet Nov 1 Ord  
Nov 1  
MORRIS, JOHN WILLIAM, Lea End, St Albans, Wor-  
cester, Furniture Birmingham Pet Oct 24 Ord Nov 1  
PARRY, BENJAMIN HARRY, Southampton, Cabinet Maker  
Southampton Pet Oct 31 Ord Oct 31  
PETTY, GEORGE JAMES, Aylesbury, Tailor Aylesbury Pet  
Oct 28 Ord Oct 28  
ROBERTS, CHARLES EDWARD, Oswestry, Mineral Water  
Manufacturer Wrexham Pet Oct 31 Ord Oct 31  
SIMPSON, JOHN BRADPOLE, Liverpool, Licensed Victualler  
Liverpool Pet Oct 18 Ord Oct 31  
SHEPHERD, CHARLES, Harrogate, Licensed Victualler York  
Pet Oct 16 Ord Oct 29  
SMALL, NAILER, Exeter, Horse Dealer Exeter Pet Nov 1  
Ord Nov 1  
SMITH, ROBERT, Coaley, Glos, Innkeeper Gloucester Pet  
Oct 31 Ord Oct 31  
STICKLAND, WILLIAM HENRY, Willenden in, Contractor  
High Court Pet Oct 31 Ord Oct 30  
THURTON, JONATHAN, Shipham, Norfolk, Hawker  
Norwich Pet Oct 31 Ord Oct 31  
THOMAS, BENJAMIN, Haslemere, Worcester, Miner Stour-  
bridge Pet Oct 25 Ord Oct 25  
TIZARD, MARIAN, Hampstead Heath High Court Pet  
May 31 Ord Oct 30  
TOMKINS, THOMAS, Romford, Essex, Commission Agent  
High Court Pet Oct 31 Ord Oct 31  
TUTON, WILLIAM HENRY, Landport, Hants Portsmouth  
Pet Oct 29 Ord Oct 29  
VINCENT, JOHN, Chalk Farm rd, Pharmaceutical Chemist  
High Court Pet Oct 31 Ord Oct 31  
WETWOOD, BENJAMIN, Forest Gate, Waiter High Court  
Pet Oct 10 Ord Oct 30  
WILLIAMS, HENRY JOHN, Leeds, Commission Agent Leeds  
Pet Oct 31 Ord Oct 31

## FIRST MEETINGS.

ALLBRIGHTON, JOHN, Starchley, King's Norton, Worcester,  
Mineral Water Manufacturer Nov 12 at 12 174,  
Corporation at Birmingham  
BARKER, HENRY, Brighton, Travelling Merchant Nov 13  
at 8.30 Off Rec, 4, Pavilion bldg, Brighton  
BARTON, A. WELLESLEY, King's Lynn Nov 20 at 10.30  
Court house, King's Lynn  
BROWN, EDWIN, Armlay, Leeds, Commercial Traveller  
Nov 13 at 11 Off Rec, 22, Park row, Leeds  
CHAPMAN, MATTHEW, Radcliffe, Lancs Nov 13 at 3 19,  
Exchange st, Bolton  
CHARLTON, ROBERT, Kingston upon Hull, Clerk Nov 12  
at 11 Off Rec, Trinity House in, Hull  
CHAPMAN, JOHN OWEN, Prestatyn, Flint, Saddler Nov 11  
at 12 Off Rec, 22, Park row, Chester  
CHURCH, ABRAHAM, Cardiff, Clothier Nov 11 at 12 Off Rec,  
117, St Mary st, Cardiff  
CROCKER, HARRY GODDARD, Reading, Butcher Reading  
Nov 11 at 12 Off Rec, 16, Cornhill st, Barrow in Furness  
DORRILL, JAMES JOHN, Aston Byre, St Bridgeton, Salop,  
Farmer Nov 15 at 11.30 Off Rec, 48, St John's Hill,  
Shrewsbury  
STEWART, ALFRED SEPTIMUS, Elan Valley, Rhayader,  
Clerk Nov 20 at 10.30, 1, High st, Newtown  
SMALL, EBERNEZER, jun, Plumpton, Sussex, Brickmaker  
Nov 12 at 12 Off Rec, 4, Pavilion bldg, Brighton  
HAYES, EBERNEZER, Huddersfield, Worsted Manufacturer Nov  
12 at 11 19, John William st, Huddersfield  
SMALL, SAMUEL, Barnoldswick, Yorks, Weaver Nov 12 at  
11 Off Rec, 31, Manor row, Bradford  
HARCOCK, WILLIAM HENRY, Coventry Nov 11 at 12 Off  
Rec, 17, Market st, Coventry  
HAYLEY, PHILIP, Elmthorpe, Norfolk, Farmer Nov 20 at  
10.15 Court house, King's Lynn  
HARRISON, ALFRED, Derby, Builder Nov 11 at 3 Off  
Rec, 47, Mill st, Derby

HARWOOD, WILLIAM, Fulborough, Sussex, Builder Nov 13  
at 4 Off Rec, 4, Pavilion bldg, Brighton  
HILL, FRANK, Kivver, Staffs, Farmer Nov 11 at 12 Off  
Rec, 199, Wolverhampton st, Dudley  
KITTON, SARAH ANN, Ipswich, Baker Nov 12 at 2 Off  
Rec, 39, Princess st, Ipswich  
LEWIS, ANNIE, Birmingham, Jeweller Nov 13 at 11 174,  
Corporation at Birmingham  
MAYES, ROBERT WALKER, Starchley, Worcester, Tailor  
Nov 13 at 12 174, Corporation at Birmingham  
MEAL, STEPHEN, Kettering, Northampton, Fishmonger  
Nov 11 at 11 Off Rec Bridge st, Northampton  
MILTON, EDWARD GEORGE, Leicester, Tailor's Cutter  
Nov 11 at 12 30 Off Rec, 1, Berridge st, Leicester  
NATLOW, CHARLES CHRISTOPHER, Rhyl, Flint, Nov 11 at  
12.30 Off Rec, 22, Park row, Chester  
NEWTON, JAMES YOUNG, Kingsthorpe, Northampton Nov  
11 at 3.30 Off Rec, Bridge st, Northampton  
PAYNE, FREDERICK, Walsingham, Norfolk, Butcher Nov 12  
at 12 Off Rec, 22, Temple chambers, York  
PERRIN, JOHN SOLOMON, Handsworth, Estate Agent  
at 11 174, Corporation at Birmingham  
ROWLEY, CHARLES, and JOSEPH DRINKWATER, North  
shields, Glass Merchants Nov 11 at 12.30 Off Rec,  
30, Mosley st, Newcastle on Tyne  
SHEPHERD, CHARLES, Harrogate, Licensed Victualler Nov  
14 at 11.30 Off Rec, The Red House, York  
SMITH, JOHN JAMES, Barrow, Clerk Nov 12 at 11.30 24,  
Railway sq, London Bridge  
SMITH, JOHN WILLIAM, Stockton on Tees, Steam Crane  
Driver Nov 12 at 3 Off Rec, 8, Albert rd, Middles-  
brough  
SORBIN, JOSEPH, Manchester Nov 12 at 2.30 Off Rec,  
Byrom st, Manchester  
STEPHENS, JONATHAN, Devonport, Chemist Nov 13 at 11  
6, Aldersbury st, Plymouth  
THOMAS, EDWARD, St. George's General Draper Nov 13 at 11  
Wright & Westhead's Office, 1, Martin st, Stafford  
THURSTON, JONATHAN, Shipham, Norfolk, Hawker Nov  
15 at 12 Off Rec, 3, King st, Norwich  
TIMMINS, BENJAMIN, Haslemere, Worcester, Miner Nov 11  
at 11 Off Rec, 199, Wolverhampton st, Dudley  
TIZARD, MARIAN, Hampstead Heath Nov 14 at 12 Bank-  
ruptcy bldg, Carey st  
TOMKINS, THOMAS, Romford, Commission Agent Nov 17  
at 12 Bankruptcy bldg, Carey st  
TURNER, ABRAHAM, Bishop Auckland, Furniture Dealer  
Nov 11 at 2 Three Tuns Hotel, Durham  
TUTON, WILLIAM HENRY, Landport, Hants, Messmer  
Nov 12 at 3 Off Rec, Cambridge jun, High st,  
Portsmouth  
VINCENT, JOHN, Chalk Farm rd, Pharmaceutical Chemist  
Nov 12 at 11 Bankruptcy bldg, Carey st  
WETWOOD, BENJAMIN, Forest Gate, Waiter Nov 12 at 12  
Bankruptcy bldg, Carey st  
WILLIAMS, DAVID JOHN, Macclesfield, Glam, Carpenter  
Nov 11 at 12 Off Rec, 117, St Mary st, Cardiff

## ADJUDICATIONS.

ALLBRIGHTON, JOHN, Starchley, King's Norton, Worcester,  
Mineral Water Manufacturer Pet Oct 23 Ord Oct 31  
ARCHER, H. HANDSWORTH, Builder Birmingham Pet Sept  
20 Ord Oct 31  
BALSHAW, PERCY, Preston, Children's Outfitter Preston  
Pet Oct 31 Ord Oct 31  
BRAND, ROBERT WILLIAM, South Lowestoft, Outfitter's  
Assistant Gt Yarmouth Pet Nov 1 Ord Nov 1  
BRIGGS, WILLIAM MARSHALL, Scarborough, Painter Scar-  
borough Pet Oct 31 Ord Oct 31  
BRYDGES, WALTER LAWTER, Norwich, Seed Merchant  
Norwich Pet Nov 1 Ord Nov 1  
CATLOW, ARTHUR, Blackpool, Lodging house Keeper  
Preston Pet Oct 30 Ord Oct 30  
COLEMAN, RICHARD JOSEPH, Chester, Manchester, Grocer  
Manchester Pet Oct 4 Ord Nov 1  
CROCKER, HARRY GODDARD, Reading, Butcher Reading  
Pet Oct 29 Ord Oct 29  
EADINGTON, JAMES, Highdown, Manchester, Cycle Factor  
Manchester Pet Oct 31 Ord Oct 31  
GRALL, EBERNEZER, jun, Plumpton, Sussex, Brickmaker  
Lewes Pet Nov 1 Ord Nov 1  
HARWOOD, WILLIAM, Fulborough, Sussex, Builder Brighton  
Pet Oct 10 Ord Oct 30  
HUGHES, JAMES NEWELL, Birkdale, Coal Merchant Liver-  
pool Pet Oct 16 Ord Nov 1  
JONES, ANNE, Colwyn Bay, Denbigh, Lodging house  
Keeper Bangor Pet Sept 23 Ord Nov 1  
KITTON, SARAH ANN, Ipswich, Baker Ipswich Pet Oct 29  
Ord Oct 29  
KNIGHT, JOHN GRAY, Uckfield, Brewer High Court Pet  
Aug 29 Ord Nov 1  
LEE, HENRY, Bank Plain, Norwich, Auctioneer Norwich  
Pet Sept 23 Ord Oct 31  
LIDDHART, JOSEPH WILLIAM, Upper Tooting, Builder  
Wandsworth Pet July 7 Ord Oct 29  
MARSHALL, WILLIAM JOHN, Middlesbrough, Late Draper  
Middlesbrough Pet Nov 1 Ord Nov 1  
PERRIN, JOHN SOLOMON, Handsworth Birmingham Pet  
Oct 29 Ord Oct 30  
PERRIN, BENJAMIN HARRY, Southampton, Cabinet Maker  
Southampton Pet Oct 31 Ord Oct 31  
PIPER, JAMES ALFRED, Eastbourne, Tailor Eastbourne  
and Lewes Pet Oct 28 Ord Oct 30  
ROBERTS, CHARLES EDWARD, Oswestry, Mineral Water  
Manufacturer Wrexham Pet Oct 31 Ord Oct 31  
ROWLEY, CHARLES, and JOSEPH DRINKWATER, North  
shields, Glass Merchants Newcastle on Tyne Pet  
Oct 29 Ord Oct 30  
SHEPHERD, CHARLES, Harrogate, Licensed Victualler York  
Pet Oct 16 Ord Oct 31  
SMALL NAILER, Saint Thomas, Exeter, Horse Dealer Exeter  
Pet Nov 1 Ord Nov 1  
SMITH, ROBERT, Coaley, Glos, Innkeeper Gloucester Pet  
Oct 31 Ord Oct 31  
TARKER, JOHN GEORGE, Pilsodilly, Hoeler High Court  
Pet Sept 11 Ord Oct 30  
THURSTON, JONATHAN, Shipham, Norfolk, Hawker  
Norwich Pet Oct 31 Ord Oct 31  
TUTON, WILLIAM, HENRY, Landport, Hants, Portsmouth  
Pet Oct 29 Ord Oct 29

TYSON, GEORGE, BARROW in FURNESS, Farmer BARROW in  
FURNESS Pet Oct 6 Ord Oct 30  
WHITLEY, WILLIAM, Bradford Bradford Pet Sept 9  
Ord Oct 31  
WILLIAMS, HENRY JOHN, Leeds, Commercial Traveller  
Leeds Pet Oct 31 Ord Oct 31

## ADJUDICATIONS ANNULLLED.

BOWLANDSON, JOHN ARTHUR, Worcester, Retired Major  
Birmingham Adjud May 31, 1891 Annual Aug 7, 1902

London Gazette.—FRIDAY, NOV. 7.

## RECEIVING ORDERS.

ADDIS, FREDERICK, and THOMAS WILSON, Finedon, North-  
ampton Shoe Manufacturers Northampton Pet Oct  
7 Ord Nov 1  
ASH, ALFRED, Chichester rd, Westbourne sq High Court  
Pet Oct 8 Ord Nov 4  
BARKER, MARY, Huddersfield, Innkeeper Huddersfield  
Pet Nov 3 Ord Nov 3  
BARNARD, ARTHUR EARLELAND, Thorne, Yorks Sheffield  
Pet Nov 4 Ord Nov 4  
BAXENDALE, THOMAS THOMPSON, Manchester, Tailor Man-  
chester Pet Nov 5 Ord Nov 5  
BOWEN, BENJAMIN, Walsley, Glam, Stationer Cardiff Pet  
Nov 3 Ord Nov 3  
CARSELL, JOHN LEWIS, Mottum, Longdendale, Chester,  
Warehouseman Ashton under Lyne Pet Nov 5 Ord  
Nov 5  
COLVILLE, GEORGE, Mining la, Merchant High Court  
Pet Oct 3 Ord Nov 4  
DAVIS, CHARLES HENRY, Lowestoft, Carpenter Gt Yar-  
mouth Pet Nov 4 Ord Nov 4  
DERRICK, MICHAEL, Market Weighton, Yorks, Labourer  
York Pet Nov 4 Ord Nov 4  
DYSON, EMMA, Bengeworth, Evesham, Worcester, Boot  
Maker Worcester Pet Nov 4 Ord Nov 4  
ELLS, CALVERT CHUTE, Richmond Wandsworth Pet  
Sept 16 Ord Nov 4  
ETHERINGTON, WILLIAM, Wimbledon, Ladies' Tailor  
Kingston, Surrey Pet Nov 4 Ord Nov 4  
FOULHAM, EDWARD THOMAS, Lowestoft Gt Yarmouth  
Pet Oct 28 Ord Nov 4  
GARDNER, ANTHONY, Preston, Saddler Preston Pet Nov 3  
Ord Nov 3  
HEAD, JOHN, Marls Barton, Northampton, Blacksmith  
Northampton Pet Nov 4 Ord Nov 4  
HEDGES, WILLIAM ROBERT, Hornsey rd, Islington, Joinery  
Manufacturer High Court Pet Nov 4 Ord Nov 4  
JOHNSTON, JAMES YARLEIGH, Tulse hill High Court Pet  
April 30 Ord Oct 31  
KREMER, ARTHUR CHARLES, Hornsey, Tailor High Court  
Pet Nov 4 Ord Nov 4  
LEWIS, T. C., Blackpool, Builder Preston Pet Oct 18  
Ord Nov 4  
LYCETT, ROLAND ALFRED, Wobstanton, Cycle Dealer  
Hawley Pet Nov 1 Ord Nov 1  
MCMULLEN, W. A., Lloyds av, Fenchurch st High Court  
Pet Oct 17 Ord Nov 5  
MCNEICE, JAMES, Barrow in Furness, Labourer Barrow in  
Furness Pet Nov 5 Ord Nov 5  
MANN, A., Wood Green, Builder Edmonton Pet Sept 27  
Ord Nov 3  
MITCHELL, JOSEPH, Southsea, Builder Portsmouth Pet  
Nov 4 Ord Nov 4  
MYCROFT, HERBERT, Castleford, Yorks, Fruitster Wake-  
field Pet Nov 4 Ord Nov 4  
NICHOLSON, ALCO, Leicester, Leather Merchant Leicester  
Pet Oct 31 Ord Nov 4  
PACE, JOHN, Brighton, Tobacconist Brighton Pet Nov 4  
Ord Nov 4  
PARSONS, THOMAS, Holloway rd, Outfitter High Court  
Pet Oct 15 Ord Nov 5  
PERRIN, WILLIAM, Brighton, Boarding house Keeper  
Brighton Pet Oct 13 Ord Nov 3  
PHILLIPS, WILLIAM, St Austell, Cornwall, Cooper Truro  
Pet Nov 5 Ord Nov 5  
RANSOME, A. L., Walthamstow, Butcher High Court Pet  
Sept 24 Ord Nov 5  
READWY, GEORGE FRASER, Norwich, Artist Norwich  
Pet Nov 4 Ord Nov 4  
RIEDELHAYN, FRITZ CARVE, Dennington Park rd, West  
Hampstead, Clerk High Court Pet Nov 4 Ord Nov 4  
RIZ, FRANK EDEN, Mile Town, Sheerness, Ironmonger  
Rochester Pet Nov 3 Ord Nov 3  
ROGER, MARTIN, St Paul's rd, Camden Town, Restaurant  
Keeper High Court Pet Nov 5 Ord Nov 5  
SPINKS, ARTHUR JAMES, Chester, Confectioner Chester  
Pet Nov 5 Ord Nov 5  
STRAID, MATTHEW WRIGHT, Mirkfield, Yorks, Grocer  
Dewsbury Pet Nov 4 Ord Nov 4  
THOMAS, JAMES, Carmarthen, Butcher Carmarthen Pet  
Nov 4 Ord Nov 4  
THOMAS, ARTHUR WILLIAM, Wellington, Salop, Grocer  
Macclesfield Pet Oct 2 Ord Oct 5  
TONEVELL, THOMAS WILLIAM, Southsea, Grocer Ports-  
mouth Pet Nov 4 Ord Nov 4  
TUGO, EDWARD LEWIS, Wickham, Hants, Baker Ports-  
mouth Pet Nov 3 Ord Nov 3  
UZKELL, HARVEY, Beeding, Sussex, Hotel Proprietor  
Brighton Pet Oct 17 Ord Nov 3  
VARNLEY, JOSEPH CROWTHER, Oldham, General Contractor  
Oldham Pet Nov 3 Ord Nov 3  
WAINWRIGHT, EDWIN THOMAS, Birmingham, Coach Builder  
Birmingham Pet Nov 4 Ord Nov 4  
WALL, ANN, Birmingham, Cab Proprietress Birmingham  
Pet Nov 5 Ord Nov 5  
WATERHOUSE, WILLIAM, Forton, Staffs, Bram Founder  
Stafford Pet Oct 14 Ord Nov 3  
WHERRY, THOMAS, Forest Gate, Baker High Court Pet  
Nov 4 Ord Nov 4  
WHITAKER, MARY ANN, Morecambe, Boarding house Keeper  
Preston Pet Nov 3 Ord Nov 3  
WHYTE, STEPHEN, Shirley, Southampton, Grocer South-  
ampton Pet Nov 3 Ord Nov 3  
WINDLELL, JONATHAN, Hickleton, St Botolph, Yorks,  
Station Master Sheffield Pet Nov 5 Ord Nov 5  
WINDMAN, JOHN RICHARD, Chislehurst, Wilt, Brewer's  
Agent Swindon Pet Nov 4 Ord Nov 4

## ORDER RESCINDING RECEIVING ORDER.

BURROWS, ROBERT, Padua rd, Aderley, Surrey Croydon  
Rec Ord Aug 16, 1902 Rec Oct 14, 1902

## FIRST MEETINGS.

ASH, ALFRED, Chichester rd, Westbourne sq Nov 18 at 12  
Bankruptcy bldg, Carey at  
ASKW, WILLIAM, Windermere, Hotel Proprietor Nov 18  
at 11.15 Off Rec, 10, Cornwallis st, Barrow in Furness  
ASTBURY, WILLIAM, Leycester, nr Wrexham, Clothier Nov 14  
at 12.30 Crypt chambers, Eastgate row, Chester  
BARKER, LOUIS, Derby, Provision Dealer Nov 14 at 11.15  
Off Rec 47, Pall st, Derby  
BARKER, MARY, Huddersfield, Innkeeper Nov 17 at 11  
Off Rec, 19 John William st, Huddersfield  
BEN, JOHAN, Bowness on Windermere, Westmorland,  
Boot Maker Nov 13 at 12 Off Rec, 16, Cornwallis st,  
Barrow in Furness  
BREW, EDWARD JOHN, Eastbourne, Fruit Salesman Nov 14  
at 2.30 Messrs Jones & Sons, Seaside rd, Eastbourne  
BOWEN, SAMUEL, Grocer, nr North, Glam, Coal Miner  
Nov 18 at 12 Off Rec, 31, Alexandra rd, Swansea  
BRIGGS, WILLIAM MARSHALL, Scarborough, Painter Nov 14  
at 11.30 74, Newborough, Scarborough  
BRODIE, SAMUEL, Marford, nr Wrexham, Grocer  
Nov 14 at 2.30 Crypt chambers, Eastgate row, Chester  
COLVILLE, GEORGE, Mincing in, Merchant Nov 17 at 12  
Bankruptcy bldg, Carey at  
CULHARD, ANTHONY DINGWALL FORDYCE, Alnedale, nr  
Southport, Merchant Nov 19 at 12 Off Rec, 35,  
Victoria st, Liverpool  
CUTTENDEN, SAMUEL, Eastbourne, Plumber Nov 14 at 3  
Messrs Jones & Sons, Seaside rd, Eastbourne  
DANIELS, ELIZABETH, Cardiff, Fruit Dealer Nov 14 at 11  
Off Rec, 117, St Mary st, Cardiff  
DERRICK, MICHAEL, Market Weighton, Yorks, Labourer  
Nov 19 at 11.30 Off Rec The Red House, York  
DYER, EMMA, Bengworth, Bakers, Boot Dealer Nov 17  
at 11.30 45, Copenhagen st, Worcester  
EADINGTON, JAMES, Highbury, Manchester, Cycle Factor  
Nov 14 at 2.30 Off Rec, Byrom st, Manchester  
EDMONSON, ROBERT HENRY, Rontdale, Pianoforte Dealer  
Nov 18 at 11.15 Townhall, Rochdale  
ERLICH, ABRAHAM, London Broughton, Salford, Commission  
Agent Nov 14 at 3 Off Rec, Byrom st, Manchester  
GAYNE, MARY, Uxton, Derby, Baker Nov 14 at 11 Off  
Rec, 47, Pall st, Derby  
HANLEY, ALFRED, Priory rd, Horesey, late Printer  
Nov 19 at 2.30 Bankruptcy bldg, Carey at  
HOWLAND, TOM, Rives, Mon, Tailor Nov 18 at 11 Off  
Rec, Westgate chambers, Newport, Mon  
HOWES, THOMAS GEORGE, Woolwich, Harness Maker  
Nov 14 at 11.30 24, Railway apt, London Bridge  
HOWLETT, GEORGE DANIEL, St Anne's st, Commercial rd,  
Builder Nov 17 at 11 Bankruptcy bldg, Carey at  
JOHNSTON, JAMES YARLOTT, Tulse Hill Nov 26 at 12  
Bankruptcy bldg, Carey at  
JONES, JOHN, Rhy, Flint, Coal Merchant Nov 14 at 12  
Crypt chambers, Eastgate row, Chester  
JOSEPHOWITZ, MARINA, St George's st East Nov 18 at 2.30  
Bankruptcy bldg, Carey at  
KAYE, ARTHUR THOMPSON, Poplar, Timber Merchant Nov  
19 at 11 Bankruptcy bldg, Carey at  
LEDDART, JOSEPH WILLIAM, Upper Tooting, Builder Nov  
14 at 12.30 24, Railway apt, London Bridge  
MATTHEW, HENRY JOHN TREARDELL, Hodgson, Devon,  
Whitesmith Nov 30 at 10.15 Off Rec, 9, Bedford  
circus, Exeter  
METCALF, THOMAS SWARTY, Newcastle upon Tyne,  
Fruiterer Nov 14 at 11.30 Off Rec, 30, Mosley st,  
Newcastle upon Tyne  
MILLS, AUGUSTUS, Newark upon Trent, Wicker Chair  
Maker Nov 14 at 12 Off Rec, 4, Castle pt, Park st,  
Nottingham  
PARKINSON, THOMAS, Holloway rd, Outfitter Nov 17 at 11  
Bankruptcy bldg, Carey at  
PERRY, BENJAMIN HARRY, Southampton, Cabinet Maker  
Nov 14 at 3 Off Rec, 172, High st, Southampton  
PHILLY, HARRY MONTAGUE, Read Vale, Teignmouth,  
Layon Dec 31 at 10.15 Off Rec, 9, Bedford circus,  
Exeter  
PHILLIPS, EDGAR MARSHMAN, Newbridge, Mon, Fireman  
Nov 19 at 11.30 Off Rec, Westgate chambers, Newport,  
Mon  
PIPER, JAMES ALFRED, Eastbourne, Tailor Nov 14 at 2.30  
Messrs Jones & Sons, Seaside rd, Eastbourne  
PROUD, REBECCA, Burton, Westmorland Licensed Victu-  
alier Nov 23 at 12 The Grosvenor Hotel, Stram-  
gate, Reading  
RASHBORN, A L, Walthamstow, Butcher Nov 20 at 11  
Bankruptcy bldg, Carey at  
RICHMOND, FRITZ CREWE, West Hampstead, Comm-  
ercial Clerk Nov 21 at 12 Bankruptcy bldg, Carey at  
RIZ, FRANK EDEN, Mile Town, Rheemans, Ironmonger  
Nov 17 at 12.30 115, High st, Rochester  
ROGERS, MARTIN, Camden Town, Restaurant Keeper Nov  
20 at 12 Bankruptcy bldg, Carey at  
SMALL, NATHAN, Ecton, Horse Dealer Nov 20 at 10.15  
Off Rec, 9, Bedford circus, Exeter  
SMITH, ROBERT, Conley, Glo, Innkeeper Nov 18 at 12  
Off Rec, station rd, Gloucester  
STICKLAND, WILLIAM HENRY, Willenden in, Contractor  
Nov 19 at 12 Bankruptcy bldg, Carey at  
THOMAS, GILBERT GEORGE, Montvale Ash, Grocer Nov 14  
at 2.30 135, St. g. 1, Morthy Tydd  
UZZELL, HARRY, Seaford, Furnace, Hotel Proprietor Nov  
14 at 11 Off Rec, 4, Pavilion bldg, Brighton  
WEEKS, THOMAS, Forest Gate, Baker Nov 21 at 11 Bank-  
ruptcy bldg, Carey at  
WHITE, STEPHEN, Shirley, Southampton, Grocer Nov 17 at  
3 Off Rec, 172, High st, Southampton  
WILLIAMS, WILLIAM ADAM, Oswestry, Mon, Farmer  
Nov 19 at 12 Off Rec, Westgate chambers, Newport,  
Mon  
WOODCOCK, FRANCIS ALBERT, Liverpool, Photographer  
Nov 19 at 12.30 Off Rec, 35, Victoria st, Liverpool

## ADJUDICATIONS.

BARKER, MARY, Huddersfield, Innkeeper Huddersfield  
Pet Nov 5 Ord Nov 4

BARWARD, ARTHUR FRANKLAND, Thorne, Yorks Sheffield  
Pet Nov 4 Ord Nov 3  
BAKENDALE, THOMAS THOMPSON, Old Trafford, nr Man-  
chester, Tailor Manchester Pet Nov 5 Ord Nov 5  
BREW, EDWARD JOHN, Eastbourne, Fruit Salesman East-  
bourne Pet Oct 3 Ord Nov 3  
BOWEN, BENJAMIN, Maesteg, Glam, Stationer Cardiff  
Pet Nov 3 Ord Nov 3  
BOUCHIER, MARY JANE, and ALICE BOUCHIER, St Dun-  
stons hill, Wine Merchants Croydon Pet Sept 18  
Ord Nov 2  
CASSELL, JOHN LEWIS, Mottram in Longendale, Chester,  
Warehouseman Ashton under Lyne Pet Nov 5 Ord  
Nov 5  
CRUTCHENDEN, SAMUEL, Eastbourne, Plumber Eastbourne  
Pet Oct 30 Ord Nov 1  
DALTON, LEONARD, Catford Greenwich Pet Sept 1 Ord  
Nov 4  
DAVIS, CHARLES HENRY, Lowestoft, Carpenter Gt Yar-  
mouth Pet Nov 4 Ord Nov 4  
DERRICK, MICHAEL, Market Weighton, Yorks, Hawker  
Yorks Pet Nov 4 Ord Nov 4  
DODSON, JOSEPH, Halifax, Solicitor Halifax Pet Oct 6  
Ord Nov 1  
DUNN, LAWRENCE, CHARLES, H M Prison, Maidstone,  
Governor Maidstone Pet Oct 10 Ord Nov 3  
DYSON, EMMA, Bengworth, Eastham, Boot Maker  
Worcester Pet Nov 4 Ord Nov 4  
FARRAND, THOMAS EDWARD, Goldsmith st, Drury ln,  
Singer High Court Pet Aug 21 Ord Nov 3  
GARDNER, ANTHONY, Preston, Saddler Preston Pet Nov 3  
Ord Nov 3  
HARRIS, HARRY, and ABRAHAM HARRIS, Hightown, Man-  
chester, Jewellers Manchester Pet Oct 30 Ord  
Nov 4  
HEAD, JOHN, Earls Barton, Northampton, Blacksmith  
Northampton Pet Nov 4 Ord Nov 4  
KILMINTON, ERNEST HENRY GEORGE, Gloucester, Builder  
Gloucester Pet Oct 8 Ord Nov 3  
KERNER, ARTHUR CHARLES, Hornsey, Tailor High Court  
Pet Nov 4 Ord Nov 4  
LIGOTT, ROLAND ALFRED, Wolsanton, Cycle Dealer  
Hanley Pet Nov 1 Ord Nov 1  
MCNICE, JAMES, Barrow in Furness, Labourer Barrow  
in Furness Pet Nov 5 Ord Nov 5  
MARSH, JOHN, Longton, Staffs, Baker Hanley Pet Oct  
23 Ord Nov 4  
MENDILSON, LOUIS, Newcastle on Tyne, Furniture Dealer  
Newcastle on Tyne Pet Oct 17 Ord Oct 28  
METCALF, THOMAS SWARTY, Newcastle on Tyne, Fruiterer  
Newcastle on Tyne Pet Nov 1 Ord Nov 1  
MICHELL, JOSEPH, Southsea, Hants, Builder Portsmouth  
Pet Nov 4 Ord Nov 4  
MORRIS, JOHN WILLIAM, Lea End, nr Alvechurch,  
Worcester, Farmer Birmingham Pet Oct 24 Ord  
Nov 3  
MYCROFT, HERBERT, Castleford, Yorks, Fruiterer Wake-  
field Pet Nov 4 Ord Nov 4  
PACE, JOHN, Brighton, Tobacconist Brighton Pet Nov 4  
Ord Nov 4  
PERKINS, WILLIAM, Brighton, Boarding house Keeper  
Brighton Pet Oct 13 Ord Nov 3  
PETTY, GEORGE JAMES, Aylesbury, Bucks, Tailor Ayles-  
bury Pet Oct 28 Ord Nov 4  
PHILLIPS, WILLIAM, St Austell, Cornwall, Cooper Truro  
Pet Nov 5 Ord Nov 5  
POGRORE, HENRY, Gt Horton, Bradford, Botanical Beer  
Brewer Bradford Pet Oct 22 Ord Nov 4  
PRATT, SPENCER CHARLES, Queen Victoria st, Solicitor  
High Court Pet Oct 19 Ord Nov 3  
READWICK, GEORGE FRANCIS, Norwich, Artist Norwich  
Pet Nov 4 Ord Nov 4  
RIECHLMANN, FRITZ CREWE, Dennington Park rd, West  
Hampstead, Commercial Clerk High Court Pet Nov 4  
Ord Nov 4  
RIZ, FRANK EDEN, Sheerness, Ironmonger Rochester Pet  
Nov 3 Ord Nov 3  
ROBERTSON, JOHN BRADFORD, Liverpool, Licensed Victu-  
aller Liverpool Pet Oct 19 Ord Nov 3  
SMITH, GEORGE ALFRED, Dudley, Worcester, Grocer Dudley  
Pet Oct 10 Ord Nov 4  
STRAID, MATTHEW WRIGHT, Mirfield, York, Grocer Dewa-  
bury Pet Nov 4 Ord Nov 4  
THOMAS, BRADSHAW, Stafford, General Draper Stafford  
Pet Oct 28 Ord Nov 4  
THOMAS, JAMES, Carmarthen, Butcher Carmarthen Pet  
Nov 4 Ord Nov 4  
TORTALL, THOMAS WILLIAM, Southsea, Hants, Grocer  
Portsmouth Pet Nov 4 Ord Nov 4  
TRIGO, EDWARD LEWIS, Wickham, Hants, Baker Ports-  
mouth Pet Nov 3 Ord Nov 3  
TRIGGS, GEORGE COOKE, Cheltenham, Furniture Remover  
Cheltenham Pet Oct 10 Ord Nov 3  
VARIET, JOSEPH GROWTH, Oldham, General Contractor  
Oldham Pet Nov 3 Ord Nov 3  
WHEED, DAVID RANDOLPH, Wootton, Berks, Farmer Oxford  
Pet Sept 17 Ord Nov 4  
WHITT, THOMAS, Forest Gate, Baker High Court Pet  
Nov 4 Ord Nov 4  
WHITTAKER, MARY ANN, Morecambe, Boarding house  
Keeper Preston Pet Nov 3 Ord Nov 3  
WHITE, STEPHEN, Shirley, Southampton, Grocer South-  
ampton Pet Nov 4 Ord Nov 3  
WINTER, JONATHAN, Hickston, nr Rotherham, Yorks,  
Brewer's Agent Sheffield Pet Nov 5 Ord Nov 5  
WINDHAM, JOHN RICHARD, Hodson, Chislewood, Wills,  
Brewer's Agent Swincom Pet Nov 4 Ord Nov 4

Amended notice substituted for that published in  
the London Gazette of Oct 31:  
WILLIAMS, WILLIAM ADAM, Oswestry, Mon, Farmer New-  
castle, Mon Pet Oct 29 Ord Oct 29

ADJUDICATION ANNULLLED.  
MILLINGTON, JOHN, Lincoln, Watchmaker Lincoln Adjud  
May 23, 1901 Annull Oct 13, 1902

London Gazette.—Tuesday, Nov. 11.

RECEIVING ORDERS.

AIR, THOMAS, Birmingham, Commission Agent Birmingham  
Pet Nov 7 Ord Nov 7

BIRCH, NEPHI, Flint, Miner Walsall Pet Nov 4 Ord  
Nov 4  
CAMBER, HERBERT, Nuneaton, Warwick, Auctioneer Cen-  
trality Pet Nov 5 Ord Nov 5  
COX, ALFRED CHARLES, Caterham, Worcester, Brewer  
Stourbridge Pet Nov 4 Ord Nov 4  
DURTSALL, WILLIAM P, Reading, Consulting Engineer  
High Court Pet Aug 28 Ord Nov 8  
EVANS, THOMAS EDWARD, Warrington, Swanswa, Colliery  
Clerk Swanswa Pet Nov 0 Ord Nov 8  
HALSON, HERBERT CROLL, Bricklay, Law Stationer High  
Court Pet Oct 15 Ord Nov 7  
HARVEY, TALBOT, Bedford, Tobacconist Bedford Pet Nov  
7 Ord Nov 7  
HAWKINS, FREDERICK JOHN, Hyde, Cheshire, Wheelwright  
Ashton under Lyne Pet Nov 4 Ord Nov 4  
HOGGAR, FREDERICK, Leicester, Commission Agent  
Leicester Pet Nov 6 Ord Nov 6  
JACKSON, EMANUEL TOM, Bridlington, Gardener Scar-  
borough Pet Nov 7 Ord Nov 7  
LAGOS, A. Whitechapel, Carpet Dealer Liverpool Pa  
Nov 4 Ord Nov 7  
LAMBERT, ALBERT MAURICE, Hydenham Greenwich Pa  
Nov 7 Ord Nov 7  
LANSLEY, GEORGE, Frodham, Chester, Farmer Warring-  
ton Pet Nov 8 Ord Nov 8  
PICKLES, ANN, Roundhay, nr Leeds, Wheelwright Leeh  
Pet Oct 10 Ord Nov 7  
PRITCHARD, THOMAS BARNES, St Asaph, Flint, Publican  
Bangor Pet Nov 5 Ord Nov 5  
ROBERTS, GEORGE, Aldridge, Staffs, Farmer Walsall Pa  
Nov 6 Ord Nov 6  
BOTTING, ALICE ANN, and EMILY MIDWOOD, Hartgate,  
Confectioners York Pet Nov 8 Ord Nov 8  
SCOTT, SYDNEY, Devonport, Undertaker Plymouth Pet  
Oct 27 Ord Nov 6  
SMITH, MAIDENS, Frickney, Lincs, Potato Merchant Boston  
Pet Nov 6 Ord Nov 6  
THOMPSON, H. SCOTT, Park pl, St James's High Court  
Pet 8-pt 17 Ord Nov 6  
TURNER, EMANUEL, Saltburn by the Sea, Yorks, Joiner  
Middlebrough Pet Nov 5 Ord Nov 5  
WARD, J. R. Bridge rd, Battersea, Builder Wandsworth  
Pet Oct 15 Ord Nov 6  
WALSH, WILLIAM KIRKBY, Lincs, Linen Draper North-  
ampton Pet Nov 6 Ord Nov 6  
WEBB, STANLEY ARTHUR, Mincing in, Broker High Court  
Pet Oct 9 Ord Nov 6  
WILSON, CHARLES, Chawick, Builder Brentford Pa  
Sept 27 Ord Nov 7

Amended notice substituted for that published in the  
London Gazette of Oct 28:

GREEN, CHARLES EDWARD and EDGAR ARMITAGE, Knowl,  
Mirfield, Yorks, Green Grocers Dewsbury Pet Oct 2  
Ord Oct 23

## ORDERS RESCINDING RECEIVING ORDERS.

CHILD, GEORGE JAMES, Davenant rd, Upper Holloway  
High Court Rec Ord Sept 1, 1902 Rec Nov 4, 1902  
DEWAR DAVID ESKINE, Cosham, Hants, Lieut Col Ports-  
mouth Rec Ord May 23, 1902 Rec Sept 1, 1902

## FIRST MEETINGS.

ARCHER, H. Handsworth, Builder Nov 19 at 11 174,  
Corporation st, Birmingham  
BALSHAW, PERCY, Preston, Children's Outfitter Nov 19 at  
11 Off Rec, 14, Chapel st, Preston  
BOTTING, ALICE ANN, and EMILY MIDWOOD, Hartgate,  
Confectioners Nov 24 at 12.30 Off Rec, The Red  
House, York  
BOUCHIER, MARY JANE, and ALICE BOUCHIER, St Dun-  
stons hill, Wine Merchants Nov 30 at 11.30 24, Rail-  
way apt, London Bridge  
BRAIN, GILBERT, Kingswood, Glos, Builder Nov 19 at  
11.30 Off Rec, 28, Baldwin st, Bristol  
CASSELL, JOHN LEWIS, Hartop Edge, Mottram in Long-  
endale, Chester, Warehouseman Nov 19 at 3 Off  
Rec, Byrom st, Manchester  
CROCKER, HARRY GODDARD, Reading, Butcher Nov 20 at  
12 Queen's Hotel, Reading  
CHOW, WILLIAM, Preston, Licensed Victualler Nov 20 at  
10.30 Off Rec, 35, Victoria st, Liverpool  
DAVIS, CHARLES HENRY, Lowestoft, Carpenter Nov 21  
at 12 Off Rec, 8, King st, Norwich  
GARDNER, ANTHONY, Preston, Saddler Nov 19 at 11.30 Off  
Rec, 14, Chapel st, Preston  
GRAHAM, HECTOR, Hay Mills, Worcester, Tailor Nov 19 at  
12 174, Corporation st, Birmingham  
HARDROCK, WILLIAM, Barmgate, Hotel Keeper Nov 21  
at 9 Off Rec, 68, Essex st, Canterbury  
HARRIS, HARRY, and ABRAHAM HARRIS, Hightown,  
Manchester, Jewellers Nov 19 at 2.30 Off Rec, Byrom  
st, Manchester  
HATHWAY, ARTHUR HECTOR, Sparkbrook, Worcester,  
Tobacconist Nov 27 at 12 174, Corporation st,  
Birmingham  
HAWKINS, FREDERICK JOHN, Hyde, Cheshire, Wheelwright  
Nov 19 at 2.30 Off Rec, Byrom st, Manchester  
HUGHES, JAMES NEWELL, Birkdale, Lanes, Coal Merchant  
Nov 19 at 2 Off Rec, 33, Victoria st, Liverpool  
LEVING, HENRIARD, Leamark st, Soho, Fine Art Publisher  
Nov 20 at 11 Bankruptcy bldg, Carey at  
LOWRY, CHARLES AUSTIN, Birmingham, Diaper Nov 21 at  
11 174, Corporation st, Birmingham  
MASSEY, JOHN, Longton, Staffs, Nov 18 at 2.30 The North  
Wickford Hotel, Stoke upon Trent  
MITCHELL, JOSEPH, Southsea, Builder Nov 19 at 3 Off  
Rec, Cambridge junco, High st, Portsmouth  
MYCROFT, HERBERT, Castleford, Yorks, Fruiterer Nov 18  
at 11 Off Rec, 5, Bond st, Wakefield  
NICHOLSON, ALCO, Leicester, Leather Merchant Nov 19 at  
12.30 Off Rec, 1, Burridge st, Leicester  
PAON, JOHN, Brighton, Tobacconist Nov 18 at 11 Off Rec,  
4, Pavilion bldg, Brighton  
PETER, GEORGE JAMES, Aylesbury, Tailor Nov 18 at 11  
1, St Aldgate, Oxford  
PHILLIPS, WILLIAM, St Austell, Cornwall, Cooper Nov 20  
at 12 Off Rec, Bowcaven st, Truro



STRAID, MATTHEW WRIGHT, Mirdfield, Yorks, Grocer Nov 20 at 8 Off Rec. Bank chmbrs. Hatley  
THOMAS, JAMES, Carmarthen, butcher Nov 19 at 11 Off Rec. 4, Queen st. Carmarthen  
THOMPSON, H. SCOTT, Park pl, St James's Nov 24 at 12 Bankruptcy bldg, Carey st  
TOBEVILL, THOMAS WILLIAM, Southsea, Grocer Nov 18 at 4 Off Rec. Cambridge junc. High st. Portsmouth  
TRICE, EDWARD LEWIS, Wickham, Hants, Baker Nov 18 at 8 Off Rec. Cambridge junc. High st. Portsmouth  
WEBB, STANLEY ARTHUR, Mirding In, Broker Nov 21 at 1 Bankruptcy bldg, Carey st  
WILLIAMS, HENRY JOHN, Leeds, Commission Agent Nov 18 at 11 Off Rec. 24, Park row, Leeds

## ADJUDICATIONS.

RICH, WELSH, Flint, Stafford, Miner Walsall Pet Nov 4 Ord Nov 4  
BOTTING, ALICE ANN, and EMILY MIDWOOD, Harrogate, Confectioners York Pet Nov 8 Ord Nov 8  
CANNON, HERBERT, Nanterton, Warwick, Auctioneer Coventry Pet Nov 5 Ord Nov 5  
CAYE, MATHANIE, Ipswich Ipswich Pet Oct 6 Ord Nov 8  
EDMONSON, RICHARD, Middle Temple In, Temple, Barrister at Law High Court Pet Sept 25 Ord Nov 6  
ELLIS, CHALONER CHUTE, Richmond Wandsworth Pet Sept 16 Ord Nov 8  
ETHERINGTON, WILLIAM, Wimbledon, Ladies' Tailor Kingston, Surrey Pet Nov 4 Ord Nov 8  
EVANS, THOMAS EDWARD, Warraven, Swansea, Colliery Clerk Swansea Pet Nov 8 Ord Nov 8  
FLEETWOOD, WILLIAM, Sparkhill, Worcester, Manager Birmingham Pet Oct 31 Ord Nov 8  
HARVEY, TALBOT, Bedford, Tobaccoist Bedford Pet Nov 7 Ord Nov 7

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HATHAWAY, ARTHUR HECTOR, Sparkbrook, Worcester, Tobaccoist Birmingham Pet Oct 28 Ord Nov 7  
HAWKINS, FREDERICK JOHN, Hyde, Cheshire, Wheelwright Ashton under Lyne Pet Nov 4 Ord Nov 4  
HOGGAB, FREDERICK, Leicester, Commission Agent Leicester Pet Nov 6 Ord Nov 6  
ISHERWOOD, THOMAS, Dawley, Salop Madeley Pet Oct 6 Ord Nov 6  
JACKSON, EMANUEL TOM, Bridlington, Gardener Scarborough Pet Nov 7 Ord Nov 7  
JONES, JOHN, Leicester, Leather Merchants' Agent Leicester Pet Oct 9 Ord Nov 5  
LAMBERT, ALBERT MAURICE, Sydenham Greenwich Pet Nov 7 Ord Nov 7  
LANCILEY, GEORGE, Frodham, Chester, Farmer Warrington Pet Nov 8 Ord Nov 8  
LEWIS, THOMAS CLARKSON, Blackpool, Builder Preston Pet Oct 15 Ord Nov 7  
ROBERTS, GEORGE, Aldridge, Staffs, Farmer Walsall Pet Nov 6 Ord Nov 6  
SAXON, GEORGE HARRY, Beach, Littlehampton, Accountant High Court Pet Sept 25 Ord Nov 6  
SKINNER, CHARLES, Sheffield, Watchmaker Sheffield Pet Oct 6 Ord Nov 6  
SMITH, MAIDENS, Friskney, Lincs, Potato Merchant Boston Pet Nov 6 Ord Nov 6  
STOFFORD, WILFRED SYDNEY, Brook at High Court Pet May 13 Ord Nov 7  
TIMING, BEVALER, Halesowen, Worcester, Miner Stourbridge Pet Oct 25 Ord Nov 8  
TOMKINS, THOMAS, Romford, Commission Agent High Court Pet Oct 31 Ord Nov 7  
TURNER, EMMAUEL, Saltburn by the Sea, Yorks, Builder Middlesbrough Pet Nov 6 Ord Nov 5  
UZZELL, HARVEY, Boding, Sussex, Hotel Proprietor Brighton Pet Sept 7 Ord Oct 17

WALL, ANN, Birmingham, Cab Proprietress Birmingham Pet Nov 5 Ord Nov 6  
WARRING, WILLIAM, Kirbymoorside, Yorks, Linen Draper Northallerton Pet Nov 6 Ord Nov 6  
WATSON, JOSEPH YELLOLY, Copthall bldg, Stock Jobber High Court Pet Sept 3 Ord Nov 6  
WINNOR, THOMAS JOHN, Moss Side, nr Manchester Salford Pet Oct 3 Ord Nov 8

## ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

BROWNE, G. BUCKSTON, jun. Guy's Hospital, Medical Student High Court Rec Ord April 15, 1899 Adjud May 23, 1899 Resc & Annul Nov 4, 1902

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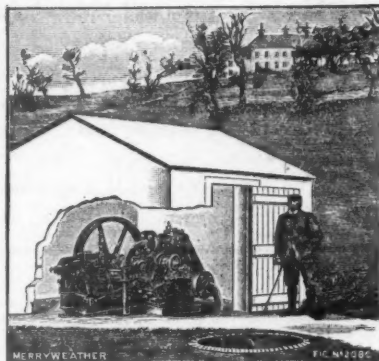
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